BENGALURU SMART INFRASTRUCTURE LIMITED (B – SMILE)

Office of the **Project Engineer - 01**
Bengaluru Smart Infrastructure Limited No.30/1, Thimmaiah Road, Miller Tank Bund Area, Vasanth Nagar, Bengaluru-560051.

TENDERS FOR THE WORK OF

"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"

Amount Put to Tender: Rs. 103 Crores

(Excluding GST, utility shifting cost and land acquisition cost)

TENDER NOTIFICATION

(Through GOK, https://kppp.karnataka.gov.in only)

TENDER Notification No. and date	:	B-SMILE/PE-01/TEND/ 04 /2026-27 dated 20.05.2026
TENDER DOCUMENT CAN BE DOWNLOADED FROM KPPP PORTAL FROM	:	25.05.2026 at 17:30 Hours onwards
LAST DATE FOR SUBMISSION OF PRE BID QUERRIES	:	Upto 04.06.2026, 16:00 Hours
PRE BID MEETING	:	05.06.2026 @ 14:30 Hours
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	24.06.2026 at 16:00 Hours
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	25.06.2026 at 16:30 Hours
TIME AND DATE OF OPENING OF FINANCIAL BID	:	Will be intimated after obtaining approval for technical evaluation.
ADDRESS FOR COMMUNICATION	:	O/o Project Engineer-01, B-SMILE No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanth Nagar, Bengaluru-560051.

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BENGALURU SMART INFRASTRUCTURE LIMITED

No: B-SMILE/PE-01/TEND/ 04 /2026-27

Office of the Project Engineer - 01
Bangalore Smart Infrastructure Limited
No.30/1, 3rd Floor, Thimmaiah Road,
Miller Tank Bund Area, Vasanth Nagar,
Bengaluru-560051.

NOTICE INVITING TENDER (NIT)

(Through http://kppp.karnataka.gov.in only)

(Competitive Bidding under Two Cover System)

1. The Government of Karnataka has constituted "Bengaluru Smart Infrastructure Limited" (B-SMILE) for implementation of Specific Infrastructure works in the city of Bengaluru.
2. On behalf of the Bengaluru Smart Infrastructure Limited (B-SMILE), The Project Engineer-01, Bengaluru Smart Infrastructure Limited (B-SMILE) invites tenders from eligible contractors registered with CPWD / KPWD / Railways / National Highway or any State Government Organizations for the development of work through **Engineering Procurement & Construction (EPC) mode**. The details of the work are as under.

Sl No	Name of the work	Amount put to tender	Earnest Money Deposit	Construction Period
2	Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years	**Rs. 103 Crores**	**Rs. 1.03 Crores (Rs. 1.00 Lakhs – E-payment & Balance through Surety Bond/ E-BG)**	**18 Months (Including Monsoon Period)**

3. **The quoted Amount Put to Tender shall include the cost of design, engineering, procurement, construction, testing, commissioning, and maintenance of the Project for a period of 10 years from the date of Completion Certificate. Bidders shall accordingly quote for the composite amount inclusive of maintenance obligations.**
4. The tenderers may submit tenders for works given in the table through KPP portal of the Government of Karnataka (http://kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in RFP to qualify for award of the contract (RFP Document and KTPP Act shall be followed).
5. Tenders must be accompanied by **Earnest Money Deposit (EMD) as specified (Rs. 1.00 Lakhs & rest as E-BG / Surety Bonds etc. as applicable).** Earnest money deposit will have to be in any one of the forms specified in the Tender document. Any errors in the EMD shall be liable for rejection and EMD shall have to be valid for 180 days beyond the validity of the tender.

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6. Tender documents may be downloaded from Government of Karnataka KPP Portal website https://kppp.karnataka.gov.in under tenders' section. All documents uploaded on the KPP portal are based on the Detailed Project Preparation (DPR) and for the tender purposes only.
7. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should be clear). IT returns and its year wise abstract should be certified by Chartered Accountant.
8. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants' bid.
9. A successful bidder will have to execute an agreement with Project Engineer-01, B-SMILE, Bengaluru within 20 days upon receipt of intimation along with performance Security as per contract price in form of FDR / Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within 07days from the date of issue of work order, failing in such cases the performance security will forfeit which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
10. Tenders must be submitted online through KPP portal on or before 16.00 hours on 24.06.2026 and the opening of tenders will be as per the KPP portal guidelines. Aspiring Contractors who have not registered in the KPP Portal must register before participating through the website https://kppp.karnataka.gov.in
11. Tender documents and other information can be downloaded from the KPP portal from 25.05.2026 @ 17.30 hours onwards.
12. **The contractors are informed to conduct their own site specific surveys & studies to analyze the existing pavement conditions, land availability for stocking materials and placement of machinery etc. before submitting their bids.**
13. The Tender includes **Defect Liability and Maintenance Period of 10 years**, and the Amount Put to Tender includes the cost of such maintenance obligations as specified in the RFP.
14. For the purpose of the tender, the maintenance cost included in the Amount Put to Tender has been considered for a 10-year period, at 0.25% p.a. of the estimated project construction cost for the first 5 years and 0.50% p.a. for the next 5 years, which shall be further elaborated in the tender documents.
15. The payment structure under the Contract shall comprise milestone-based construction payments and post-completion security retention, including Performance Security Deposit (PSD) and Final Security Deposit (FSD), which shall be specified in the tender documents
16. The transaction fee/Bid document/ Tender Document fee is non-refundable. For registration and e-payment details contact KPP Portal Helpdesk.
17. The **Pre-bid meeting** will be held under the Chairmanship of Director (Technical), B-SMILE in the conference room of B-SMILE on **05.06.2026 @ 14.30 hours** at No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanth Nagar, Bengaluru-560051.
18. **The Bidders shall quote rate Excluding GST against the amount put to tender**.
19. The Bidder must compulsorily establish Quality Control Laboratory required for field testing.
20. B-SMILE reserves the right to accept or reject any or all the bids without providing reasons.
21. The EMD for the unsuccessful bidder will be returned only after issuance of LOA to the successful bidder.
22. Corrigendum, modifications, corrections, if any, will be published in the KPP portal website only.
23. Further details may be obtained from Project Engineer-01, B-SMILE vide +91-8892939394 or via email at pe1bsmiile@gmail.com (Smt. Savitha Padamathi)
24. Other details can be obtained in the Tender / RFP document uploaded in KPPP.
25. Following shall be the calendar of events for Tendering:

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Bengaluru Smart Infrastructure Limited(B-SMILE)

	Event Description	Date
1.	Date and Time for availability of Tender Documents in KPP Portal	25.05.2026 at 17:30 Hours
2.	Last date for submission of pre-bid queries	04.06.2026 @ 16:00 Hours
3.	Date and Time of Pre-Bid Meeting,	05.06.2026 @ 14:30 Hours
4.	Last Date & Time for Receipt of Tenders	24.06.2026 at 16:00 Hours
5.	Date & Time for Opening of Technical Bid	25.06.2026 at 16:30 Hours
6.	Opening of Financial Bid	Will be Notified
7.	Validity of Bids	180 days from Last Date for receipt of tenders

Copy Submitted to the:

1. PS to Hon'ble Managing Director to bring into the kind notice of Hon'ble Managing Director, B-SMILE.
2. Chief Engineer – 1 & 2, B-SMILE for kind information
3. Director (Technical), B-SMILE for kind information.
4. I.T Advisor with a request to publish the same in the GBA Website.
5. Public Relation Officer, GBA for information and to publish in two leading National Newspapers in Kannada and English.
6. Office Copy

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	SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)
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A. General

1. Scope of Tender

1.1 The Bengaluru Smart Infrastructure Limited (B-SMILE) (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

2.2 Tenders from Joint Ventures/ Consortia are not allowed.

3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 Financial Capacity:

Each Tenderer in its name should have in the last five years i.e. 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026:

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only – updated to the price level of the year indicated in table below) of **Rs. 206 Crores (being 200% of Amount put to tender)**

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 34.33 Crores (being 33.33% of Estimated Project Cost)** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement)

Explanation:

For the purposes of this Clause, Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of profits and securities premium account, after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as reflected in the audited balance sheet, but excluding reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Year	2025-26	2024-25	2023-24	2022-23	2021-22
Up-dation factor	1.00	1.10	1.21	1.33	1.46

3.3 **Technical Capacity:**

a. For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, **over the past 5 (five) financial years preceding the Bid Due Date**, have received payments for construction of Eligible Project(s), or has under taken construction works by itself in a PPP/EPC project, such that the sum total thereof, as further adjusted in accordance with clause 3.4 is more than **Rs. 103 Cr. excluding GST** (the **"Threshold Technical Capacity"**) which should be as follows:

Sl. No	Estimated Project Cost (EPC) of the Project being invited	Threshold Technical Capacity

1	Estimated Project Cost <=100 Crore	0.75 time of EPC
2	Estimated Project Cost >100 Crore & <=500 Crore	1.0 times of EPC
3	Estimated Project Cost >500 Crore	1.0 times of EPC
4	Estimated Project Cost>500 Crore of standalone specialized projects	1.0 times of EPC

b. Provided that **at least one similar work of 20% of Estimated Project Cost** shall have been completed from the Eligible Projects specified below. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.

c. **Eligible projects shall include following:**

~~i) Widening/reconstruction/up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE~~
~~ii) Widening/reconstruction/upgradation works on MDRs with loan assistance from multilateral agencies or on BOT basis~~
~~iii) Widening/reconstruction/up-gradation work of roads in Municipal corporation limits, construction of Bypasses~~
~~iv) Construction of stand-alone bridges, ROBs, tunnels~~
~~v) Construction/reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/re-construction of Jetties)~~

~~If any Major Bridge/ROB/Flyover is (are) part of the project, then the sole Bidder shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 5(Five) financial years preceding the Bid Due Date i.e. shall have completed at least one similar Major Bridge/ROB/Flyover having span equal to or greater than:~~

~~i) In Case, longest span of Bridges/ROB/flyover is less than or equal to 60m, no additional qualification is required.~~
~~ii) When longest span is more than 60m: 80% of the longest span or 100m, whichever is less, of the structure proposed in this project~~
~~iii) In case tunnel is a part of project having length less than or equal to 200m, then no additional qualification is required.~~
~~iv) When length of tunnel more than 200m: 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2km, whichever is less For the Purpose of this requirement tunnel may have of single/ twin tubes for Roads/Railway/Metro rail/irrigation/ hydro electric project s etc.~~

The sole Bidder shall have completed atleast **one similar Major Bridge/ROB/Flyover project** in the **last 10 (Ten) financial years** preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost and also the length of such Major Bridge/ROB/Flyover project shall be atleast 20% of the length of the elevated corridor proposed in this tender document. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or **more than 20% of the Estimated Project Cost.**

3.4 Categories and factors for evaluation of Technical Capacity:

3.4.1 Subject to the provisions of Clause 3.3 the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.5 (i) & (ii) (the "Eligible Projects"). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:

Category	Project/Construction experience on Eligible Projects	Factors
1	Project in highways sector that qualify under Clause 3.5 (i)	1
2	Project in core sector that qualify under Clause 3.5 (i)	0.75
3	Construction in highways sector that qualify under Clause 3.5 (ii)	1
4	Construction in core sector that qualify under Clause 3.5 (ii)	0.75

3.4.2 The Technical capacity in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.4.3 For the purpose of this RFP:

3.4.3.1 **highways sector** would be deemed to include highways, expressways, bridges, tunnels, runways, Railways (construction/re-construction of railway tracks, yards for keeping containers etc.), Metro Rails and Ports (construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.) and

3.4.3.2 **core sector** would be deemed to include civil construction cost of, power sector, commercial setups (SEZs etc.), airports, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage sewerage, stadium, hospitals, hotel, smart city, warehouses/Silos, oil and gas and real estate development Core sector will also include the projects with the title of RIDF, PMGSY road, link road, city roads, rural road, sector/municipality road, real estate projects which demonstrate road development/construction bridges or culverts.

3.4.3.3 Maintenance works are not considered as eligible project for evaluation. As such works with nomenclature like PR, OR, FDR,SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of BDA, any type of work related to border fencing, work of earthwork alone, construction of buildings/hostels/hospitals, etc. or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.

3.4.3.4 In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.

3.5 Eligible Experience on Eligible Projects in respect of each category:

(i) For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if

it is not based on a long-term agreement with a public entity;

(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed

(c) the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost; and

(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.

(ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount **less than Rs. 20.60 crore (being 20% of the Amount put to tender) shall not be reckoned as receipts for Eligible Projects**. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.

(iii) The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

(iv) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

3.6 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.7 Subcontractors' Experience and Resources shall not be considered in determining the Tenderers Compliance with the Qualifying Criteria.

3.8 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*2.5 – B)

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to FY 2025-26 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are

invited, i. e. 1.5 years / 18 months.

B = Value, at FY 2025-26 Price Level of existing commitments and ongoing works to be completed during the next 18 months.

Year	2025-26	2024-25	2023-24	2022-23	2021-22
Up-dation factor	1.00	1.10	1.21	1.33	1.46

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.9 Even though the Tenderers meet the above Criteria, they are subject to be Disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, Financial Failures, etc. and / or
- participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to carry out own site specific surveys, field/soil investigations & studies to analyse the existing pavement conditions, land availability for stocking materials and placement of machinery and other pre-requisites etc. and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 2.

7.2 Both the sets should be completed and returned with the tender

8. Clarification of Tender Documents

8.1 **Refer to Clause No. 8.2 below**.

8.2 **Pre-Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre-Tender Meeting, which will take place at the office of Chairmanship of Director (Technical), B-SMILE in the conference room of B-SMILE on 05.06.2026 @ 15.00 hours at No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanth Nagar, Bengaluru-560051.

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any questions in writing or by written electronic communication to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre-Tender Meeting and the same will be displayed in the Website (Upload in KPPP).

8.2.5 Non-Attendance at the Pre-Tender Meeting will not be a cause for Disqualification of a Tenderer.

8.2.6 The Bidder may submit their queries/suggestions with the Authority in the below format.

Name of Bidder	Sl No	Document (RFP/DCA/etc)	Clause	Page No.	Comment

9. Amendment of Tender Documents

9.1.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.1.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.1.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 **Technical Bid**

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

10.2 The Tender (in the format indicated in Section 4) and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.3 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1

11.2 The Tenderer shall fill in Total Tender Price Price (both in Figures and Words) for all the Works described in this Tender document.

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer. (Note: Tender is invited with rates Excluding GST)

11.4 The price quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 40 of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid up to 180 days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non-Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish Earnest Money Deposit (EMD), as part of the tender and Earnest Money Deposit (EMD) shall be paid in any of the format given below.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT) or Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 Tenderer shall submit EMD of Rs. 1,03,00,000/- (Rs. 1.00 lakh through E-Payment & rest as Surety Bonds/E-BG issued by any of the nationalized / scheduled Bank of India mentioning first party as Bank Second part as Bidder addressing to Tender Inviting Authority or Managing Director, B-SMILE in the prescribed format mentioning the validity of tender as per tender clause and upload in KPPP portal. The original hard copy of Bank Guarantee and letter of credit line certificate must be submitted in Original to the office for verification and further processing.

13.3 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.4 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.5 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned only after the issuance of LOA to the successful bidder.

13.6 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.7 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i)Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorized to sign on behalf of the Tenderer. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself. The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Tender Inviting Authority (TIA).

15.3 Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the TIA.

15.4 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

16. Deadline for Submission of the Tenders

16.1 Tenders must be submitted on-line in the KPP portal of the Employer before the notified date and time.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement (KPPP)

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website (KPPP) only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open online the First Covers of all the Tenders received through KPP portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the KPP portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the e – Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may,

at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non-Conforming Deviation or Reservation.

24. Correction of Errors - DELETED

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price by making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be considered in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Works Items to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the **Lowest Evaluated Tender Price (L1)**, in pursuance to the procedure defined hereunder:

a. Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class-I Local Supplier', the contract will be awarded to L1.

b. If L1 is not 'Class - I local supplier' the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price.

c. In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

d. A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for 'Class - I local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non-Local Supplier'.

e. In the above pretext, the Class - I Local Supplier and the Non- Local Supplier are defined as under:

   i. 'Class - I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - I local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class I local Supplier' is minimum 50%

   ii. 'Non - local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class – I local supplier' under this RFP.

   iii. 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   iv. In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I local supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing Cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

26.2 Provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject Any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 30 days following the Notification of Award along with the Letter of Acceptance. Within 20 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 **Within 20 days of Receipt of the Letter of Acceptance**, the Successful Tenderer shall deliver **to the Employer a Security Deposit** in any of the forms given below for an **Amount equivalent to 5% of the Contract Price** Plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favor of The Project Engineer - 01, Bengaluru S mart Infrastructure Limited (B-SMILE).
- A Bank Guarantee in the required formats.
- Specified Small Saving Instruments pledged to Chief Engineer-02, B-SMILE.

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. Advance Payment and Security

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance

of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.
b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

ANNEXURE - 1

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1

Constitution or Legal Status of Tenderer
[Attach Copy]

Place of Registration
[Attach Copy]

Principal Place of Business
[Attach Proof]

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorised Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works executed and payments received in the last five years (in Rs. Lakh)

2021 – 22 _____

2022 – 23 _____

2023 – 24 _____

2024 – 25 _____

2025 – 26 _____

[Attach Certificate from Chartered Accountant]

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract In Rs. Lakh	Date of Issue of Work Order	Specified Periodof Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed[1] – SAMPLE		Remarks (Indicate Contract Reference)
2021-22					
2022-23					
2023-24					
2024-25					
2025-26					

Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name Address	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works remaining to be Completed (Rs. Lakh)	Anticipated Date
1	2	3	4	5	6	7	8

Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements, Receipts and Payments Accounts, Balance Sheet and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work

Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

1.14 Additional Requirements.

Tenderer should provide any additional information required to Fulfill the requirements of Clause 3.1 of the Instructions to the tenderers, if applicable.

(i) Affidavit as per the format given in qualification information (Attached (Yes/No)

(ii) Undertaking as per the format given qualification information. (Attached (Yes/No)

(iii) 2 LMV Car with drivers to be provided to respective site for the use of department engineers daily till completion of work.

(iv) Contractor should provide safety equipment to all working labour, Should provide Signage, Caution Boards, Barricade, Caution Taps. Etc... As per site condition.

ANNEXURE - 2

LETTER COMPRISING THE TECHNICAL BID

(refer clause 3.3 of the RFP)

To,
Office of the Project Engineer -01
Bengaluru Smart Infrastructure
Limited No.30/1, Thimmaiah Road,
Miller Tank Bund Area,
Vasanthnagar,
Bengaluru-560051.

Sub: Bid for **Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years**

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last two years, we/any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC &EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
7. I/We declare that:
   (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
   (b) I/We do not have any conflict of interest in accordance with Clauses 3.8 of the RFP document; and
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 31 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
   (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 31 of the RFP, no person acting for us or on our behalf has engaged or

will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders
9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/We declare that we/any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.
11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/managers/employees.
14. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the [elevated corridor and the traffic]. We understand that except to the extent as expressly set forthin the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. I/We offer a BID Security of **Rs. 1.03 crore** to the Authority in accordance with the RFP Document.
21. The BID Security in the form of a Bank Guarantee is attached.
22. The documents accompanying the Technical BID have been submitted in separate files.
23. I/We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Contract is not awarded to me/us or our BID is not opened or rejected.
24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations

of the EPC Contractor under the Contract Agreement}.

27. I/We shall keep this offer valid for 180 (ninety) days from the BID Due Date specified in the RFP.

28. I/We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)
Place: Name & seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

ANNEXURE 3

Details of Eligible Projects

(*Refer to Clauses 3.4 and 3.5 of the RFP*)

Project Code: **Entity: Self/Members:**

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction or work executed and certified by the Engineer-in charge/Independent Engineer/Authority's Engineer, and/or (b) revenues appropriated for self-construction under PPP projects	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/contract		
Date of completion/commissioning	9	
Equity shareholding (with period during which equity was held)	10	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4 and 3.5 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. In case the Eligible Project relates to other Members, write "Member".
5. Refer to Clause 3.4 and 3.5 of the RFP for category number.
6. The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 and 2, expenditure on construction of the project by the Applicant itself should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.5. In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 3.5. Receipts for construction works should only include capital expenditure, and should not include expenditure on maintenance & repair and operation of Highways.
7. In case of projects in Categories 1and 2, particulars such as name, address and contact details of owner/Authority/Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clause 3.5
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of

projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.5).
11. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor[1] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[2], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Bidder) is/was an equity shareholder in …….. (title of the project company) and holds/held Rs. …… cr. (Rupees …….. crore) of equity (which constitutes ……..%€ of the total paid up and subscribed equity capital) of the project company from …….. (date) to…….. (date) The project was/is commenced on ……(date) and likely to be commissioned on …….. (date of commissioning of the project).
We further certify that the total estimated capital cost of the project is Rs. …… cr. (Rupees ……crore), of which the applicant has itself undertaken the construction of project of Rs. ……(Rupees …….. Crores) excluding any part of the project for which any contractor, subcontractor or other agent was appointed for the purpose of construction as per 3.5 by the aforesaid Applicant itself, during the past five financial:
Name of the audit firm:
Seal of the audit firm: (Signature, name and designation Date: of the authorized signatory)

14. If the Bidder is claiming experience under Category 3 & 4 ⌜, it should provide a certificate from its statutory auditors/client/Engineer-in charge/Independent Engineer/Authority's Engineer in the format below:

Certificate regarding construction works⌜

Based on its books of accounts and other published information authenticated by it, {this is to certify that ……..*(name of the* Bidder*)* was engaged by ……..*(title of the project company)* to execute ……. *(name of project)* for …….. *(nature of project)}*. The construction of the project commenced on ……..*(date)* and the project was/is likely to be commissioned on ……. *(date, if any)*. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.
We further certify that the total estimated capital cost of the project is Rs. ……cr. (Rupees ……crore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. …… cr. (Rupees …… crore), in terms of Clauses 3.4 and 3.5 of the RFP, during the past five financial years as per year-wise details noted below:
……
It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/consortium.⌜ We further certify that applicant has a share of ____% in the Joint Venture/Consortium.
Name of the audit firm:
Seal of the audit firm: (Signature, name and
designation of the Date: authorised signatory).

⌜ Refer Clauses 3.4 and 3.5 of the RFP.

⌜ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However,

[1] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.
[2] Refer Clause 3.4 and 3.5 of the RFP

 Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. € Refer instruction no. 10 in this Annex-IV.

in case the work of other member(s) is also executed by the applicant, then this fact should also be certified by the Statutory Auditor and accordingly the language may be suitably modified.

- This certification should be strike out in case of jobs/contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/joint venture. This portion may be omitted if the contract did not involve a partnership/joint venture. In case where work is not executed by partnership/joint venture, this paragraph may be deleted.

15. If the Bidder is claiming additional construction experience of major bridge/RoB/Flyover under clause 3.3, 3.4 and 3.5 , it should provide a certificate from its statutory auditors/client in the format below:

Certificate regarding construction of major bridge/RoB/Flyover works[3]

This is to certify that ……..*(name of the* Bidder*)* was engaged by ……..*(title of the project company)* to execute ……. *(name of project)* for ……. *(nature of project)*

The scope of work included construction of major bridge/RoB/Flyover/Elevated Structure having minimum span equivalent to or greater than 15 meters excluding approaches. Details are as under:

Name of Project	Type of Structure (Major bridge/RoB/Flyover)	Total length	Length of viaduct/Total Span length

It is certified that ……..(Name of the Bidder) has itself undertaken the construction of such major Bridge/RoB/Flyover with minimum span of …….meters.

The construction of such work started on ……. (date) and the construction was completed on ……..*(date).* It is further certified that the construction work indicated above is restricted to the scope of work of the Applicant who undertook these
works as a partner or a member of joint venture/consortium[4]

Name of the client/Audit Firm

(Signature, name and Designation of authorized signatory).

(Signature, name, seal and designation of the Client/Auditor

Seal:

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

[3] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.

[4] This certification should be strike out in case of jobs/contracts, which are executed by a sole firm. The scope of work indicated in the certificate should be restricted to the share of Applicant in such partnership/joint venture. This portion may be omitted if the contract did not involve a partnership/joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.

ANNEXURE - 4

(ON BANKS LETTER HEAD)

FORMAT OF BANKER'S CERTIFICATE/LINE OF CREDIT LETTER (TO BE ISSUED IN THE LETTER OF THE BANK BRANCH)

Reference Number (SI.No) Place,

Date :

To ;

[Name & Address of the beneficiary]

This is to certify that Mr./M/s. _____[name of the customer] having his/their registered/administrative office at

_____

is a customer of our Bank and is/are engaged in

_____[nature of activity]. if the said customer is allotted/awarded with

"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"

we may extend credit facilities up to Rs._____lakh to meet his / their working capital requirements towards the execution of the said work order as per the loan policy of the Bank.

This certificate is valid up to three months from date of issue, that is up to dd/mm/yyyy. Yours faithfully,

Sd/-

Branch Manager ,

Name of the Bank,

Note : The bidders are hereby informed to obtain the banker's certificate in the format as above without any alternations. Any change/alteration in the format as above in the Banker's Certificate submitted by the bidders, is considered as conditional bid and is treated as non-responsive bid.

Sd/-

Name of the Bank, Senior Bank Manger

Address:……..

Note: No Change in the above Bank Certificate Format is acceptable.

ANNEXURE -5

BANKER'S CERTIFICATE

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely ……. is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs.

……. lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank,

Senior Bank Manager,

Address: ……

ANNEXURE - 6

Power of Attorney for signing of Application

(Refer Clause 1.1e of qualification Information)

Know all men by these presents, We ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ... son/daughter / wife of …….. and presently residing at …….. who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Qualification and submission of our tender for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....

(Signature) For

……..

(Signature, name, designation and address)

(Notarized) DAY OF.....

Witnesses:

1.

2.

Accepted

(Name, Title and Address of the Attorney) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

AFFIDAVIT

(Refer Clause 1.14 of qualification Information)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this tender.

3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)
Title of Officer

Name of Firm
DATE

ANNEXURE – 7

UNDERTAKING
(Refer Clause 1.14 of qualification Information)

I, the undersigned do hereby undertake that our firm M/s _____Agree to abide by this tender for a period 180 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm DATE:

Annexure - 8

Statement of Undertaking regarding Corporate Debt Restructuring (CDR) during the last five Financial Years as stated in Clause 3.3 d of Section: 2 Instructions to Tenderers (ITT)

To

Office of the Project Engineer -01
Bengaluru Smart Infrastructure
Limited No.30/1, Thimmaiah
Road, Miller Tank Bund Area,
Vasanthnagar,
Bengaluru-560051.

Dear Sir

Sub: Tender for **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"**

We hereby confirm that we have not undergone CDR during the last five Financial Years preceding the Tender Submission Due Date.

We also confirm that we are not undertaking CDR as on Tender Submission Due Date.

Thanking you

Yours faithfully Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Note: This Undertaking is to be signed by the Tenderer and is to be countersigned by the Statutory Auditor.

ANNEXURE – 9

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"**

To
Office of the Project Engineer -01
Bengaluru Smart Infrastructure
Limited No.30/1, Thimmaiah
Road, Miller Tank Bund Area,
Vasanthnagar,
Bengaluru-560051.

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying

this Tender for the Contract Price of __[in figures] (_____) [in letters][5].

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax

Clearance Certificate. Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

ANNEXURE - 10

Letter of Acceptance

(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

This is to notify you that your Tender dated _for execution of the **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years ",**
No._____dated_____

……. for the Contract Price of Rupees (_____) [amount in both Words and Figures], as corrected and
modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs. _____ within 20 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period i.e. upto _____ and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized

Signature

Name and Title of

Signatory Name of

Agency

ANNEXURE - 11

Issue of Notice to Proceed with the Work

(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"** for a Tender Price of Rs. _____. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

ANNEXURE - 12
Agreement Form
Agreement

This Agreement, made on the _day of ____20__,
between _____

[Name and Address of Employer] (hereinafter called "the Employer")
Of the one part and

_____

[Name and Address of Contractor] (hereinafter called "the Contractor")
of the other part.

Whereas the Employer is desirous that the Contractor executes **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years", No.** No: B-SMILE/TEND/PE-01/04/2026-27 (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees ____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
    i. Letter of Acceptance, Notice to proceed with the Works.
    ii. Contractor's Tender.
    iii. Contract Data.
    iv. Conditions of Contract (including Special Conditions of Contract).
    v. Specifications.
    vi. Drawings.
    vii. Minutes of Pre Tender Meeting and

viii. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of

Signed, Sealed and Delivered by the said _____

in the Presence of

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.

Compensation Events are those defined in Clause 38 hereunder.

The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.

The **Contract Data** defines the Documents and other Information, which comprise the Contract.

The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.

The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.

Days are Calendar Days; **Months** are Calendar Months.

A **Defect** is any Part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.

Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.

Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.

The **Site** is the Area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the

Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.

A **Variation** is an Instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Minutes of Pre Tender Meeting and
ix. Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may, with the prior written approval of the Employer, subcontract a portion of the Works, provided that the **total value of such subcontracted works shall not exceed 49% of the Contract Price**. Subcontracting shall not in any manner relieve the Contractor of its obligations, liabilities or responsibilities under the Contract. **The Contractor shall not assign the Contract without the prior written approval of the Employer.** The Contractor shall not sub-contract any Works in more than 49% (forty nine per cent) of the Contract Price and shall carry out Works directly under its own supervision and through its own personnel and equipment in at least 51% (fifty one per cent) of the Contract Price. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor.

7.2 For implementation of new technologies namely UHPFRC, Bridge bearings, etc. post tender agreement on award of work should be accompanied with agreements, MoUs from respective sub-contractors.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the B-SMILE from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or

b. A Cause due solely to the Design of the Works, other than the Contractor's Design; or

c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor

i. Could not have reasonably foreseen; or

ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.

- Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
- Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;

b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and

c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or

Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. Site Investigation Reports

14.1 As per RFP / Tender Notification

15. Queries about the Contract Data

15.1 The Employer will clarify Queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 **The Contractor shall be Responsible for the Safety of all Activities on the Site.**

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes – Arbitration Clause Deleted

B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ) - DELETED

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work
b. Omit any Item of Work.
c. Change the Character or Quality or Kind of any Item of Work.
d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the Work.
e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and
f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

35. Payments for Variations – DELETED

36. Submission of Milestone Payment Statements

36.1 The Contractor shall submit to the Employer Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Contractor shall

be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 The Contractor shall be paid in accordance with the milestone-based payment schedule set out in **Section 6 (Contract Data)**. Payments shall become due upon achievement of the relevant milestone and certification thereof by the Employer / Employer's Representative in terms of the Contract.

37.3 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax (Tender is invited Excluding GST)

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes (Other than GST) that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such Duties in regard to the Deduction of such Taxes at Source as per Applicable Law.

40. Price Adjustment

40.1 The amounts payable to the Contractor for Works shall be adjusted in accordance with the provisions of this Clause

40.2 The amounts payable to the Contractor for Works, shall be adjusted in the IPC issued by the Authority's Engineer for the increase or decrease in the index cost of inputs for the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this Clause sub-point (iv) below.

40.3 To the extent that full compensation for any increase or decrease in costs to the Contractor is not covered by the provisions of this or other Clauses in this Agreement, the costs and prices payable under this Agreement shall be deemed to include the amounts required to cover the contingency of such other increase or decrease of costs and prices.

40.4 The Contract Price shall be adjusted for increase or decrease in rates and price of labour, cement, steel, Plant, machinery and spares, bitumen, fuel and lubricants, and other material inputs in accordance with the principles, procedures and formulae specified below:

40.5 Price adjustment shall be applied on completion of the specified stage of the respective item of work;

40.6 Adjustment for each item of work/stage shall be made separately;

40.7 The following expressions and meanings are assigned to the value of the work done:

RW= Value of work done for the completion of a stage under the following items:

i. Road works; and
ii. Other works

BR = Value of work done for the completion of a stage under the items Major Bridges and Structures

40.8 Price adjustment for changes in cost shall be paid in accordance with the following formulae:

(i) $$VRW = 0.85RW \times [PL \times \frac{L_1 - L_0}{L_0} + PA \times \frac{A_1 - A_0}{A_0} + PF \times \frac{F_1 - F_0}{F_0} + PB \times \frac{B_1 - B_2}{B_0} + PM \times \frac{M_1 - M_2}{M_2} + PC \times \frac{C_1 - C_0}{C_0} + PS \times \frac{S_1 - S_0}{S_0}]$$

(ii) $$VBR = 0.85BR \times [PL \times \frac{L_1 - L_0}{L_0} + PA \times \frac{A_1 - A_2}{A_0} + PF \times \frac{F_1 - F_0}{F_0} + PM \times \frac{M_1 - M_0}{M_0} + PC \times \frac{C_1 - C_0}{C_0} + PS \times \frac{S_1 - S_0}{S_2}]$$

40.9 Where,

VRW = Increase or decrease in the cost of road works/other works during the period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).

VBR = Increase or decrease in the cost of Major Bridges and Structures during the period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).

PB, PC, PL, PM, and PS are the percentages of bitumen, cement, labour, other materials, and steel/components (including strands and cables) respectively for the relevant item as stated in sub-paragraph (e).

PA is the percentage of Plant, machinery and spares component for the relevant item as stated in sub-paragraph (e).

PF is the percentage of fuel and lubricants for the relevant items as stated in sub- paragraph (e).

AO = The wholesale price index as published by the Ministry of Commerce & Industry, Government of India (hereinafter called "WPI") for "Manufacture of machinery for mining, quarrying and construction" for the month of the Base Date.

AI = The WPI for construction machinery for the month three months prior to the month to which the IPC relates.

BO = The official retail price of bitumen at the nearest refinery at on the Base Date.

BI = The official retail price of bitumen at nearest refinery at [Panipat], on the first day of the month three months prior to the month to which the IPC relates.

CO = The WPI for Ordinary Portland Cement for the month of the Base Date.

CI = The WPI for Ordinary Portland Cement for the month three months prior to the month to which the IPC relates.

FO = The official retail price of high speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation ("IOC") in the State of Karnataka on the Base Date.

FI = The official retail price of HSD at the existing consumer pumps of IOC in the State of [Haryana] on the first day of the month three months prior to the month to which the IPC relates.

LO = The consumer price index for industrial workers for the [circle in the State of Karnataka], published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Date.

LI = The CPI for the month three months prior to the month to which the IPC relates.

MO = The WPI for all commodities for the month of the Base Date.

MI = The WPI for all commodities for the month three months prior to the month to which the IPC relates.

SO = The WPI for Mild Steel –Long Products for the month of the Base Date.

SI = The WPI for Mild Steel –Long Products for the month three months prior to the month to which the IPC relates.

40.10 The following percentages shall govern the price adjustment of the Contract Price:

Component	Item				
	Road Works				Major Bridges and Structures
	Earthwork, Granular work, and Other works	Bituminous work	Cement Concrete Pavement	Culverts, minor bridges and other structures	
Labour (PL)	[20%]	[20%]	[20%]	[15%]	[15%]
Cement (PC)	[5%]	Nil	[20%]	[15%]	[15%]
Steel (PS)	Nil	Nil	Nil	[15%]	[20%]
Bitumen (PB)	Nil	[15%]	Nil	Nil	Nil
Fuel and lubricants (PF)	[10%]	[10%]	[10%]	[10%]	[10%]
Other Materials (PM)	[50%]	[40%]	[35%]	[30%]	[25%]
Plant, machinery and spares. (PA)	[15%]	[15%]	[15%]	[15%]	[15%]
Total	100%	100%	100%	100%	100%

40.11 Restrictions on price adjustment

40.12 Price adjustment shall be due and payable only in respect of the stages of Works for which the Stage Payment Statement has been submitted by the Contractor no later than 30 (thirty) days from the date of the applicable Project Milestone or the Scheduled Completion Date, as the case may be, including any Time Extension granted therefor in accordance with the provisions of this Agreement. For the avoidance of doubt, in the event of submission of any Stage Payment Statement after the period specified herein, price adjustment shall be applicable until the date of the respective Project Milestone or the Scheduled Completion Date, as the case may be.

40.13 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Provisions of this or other Clauses in the Contract, the Unit Rates included in the Contract shall be deemed to include Amounts to cover the Contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated

in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for Execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

42.3 The Advance Payment shall be recovered by proportionate deductions from the milestone payments falling due to the Contractor during the Construction Period. Such recovery shall commence from the payment due upon achievement of Milestone 2 or from the stage at which the cumulative payments to the Contractor reach not less than 15% of the Contract Price, whichever is earlier, and shall continue at the rate specified in the Contract Data until the entire Advance Payment has been fully recovered; provided that the whole of the Advance Payment shall be fully recovered prior to release of the payment due at Milestone 4 / Completion of Construction Works. No account shall be taken of the Advance Payment or its recovery for the purposes of valuation of Variations, Price Adjustment, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the

Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. **The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete.** If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings and / or Operating and Maintenance Manuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
d. The Contractor does not maintain a Security which is required.
e. The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving,

Receiving or Soliciting of any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

50.3 Upon Termination of this Agreement in accordance with the terms of this clause, the Contractor shall comply with and conform to the following:

(a) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, Maintenance, other design documents;
(b) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
(c) vacate the Site within 15 (fifteen) days.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Release from Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

53. Suspension of Contractor's Rights

53.1 **Suspension upon Contractor Default:** Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of the Works or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorise any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

53.2 **Authority to act on behalf of Contractor:** During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the Authority or any other person authorised by it to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Elevated corridor and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

53.3 Revocation of Suspension: In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

53.4 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

53.5

F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

1. **Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. **The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments**. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer.

The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. **Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification

that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **Possession of the Site**
The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. **The Work may be subcontracted in accordance with provisions of clause 7 of Part A: Conditions of Contract**

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

12. Within ten days from the Date of Signing the Agreement and before commencement of work, the Contractor shall submit to the Employer for his Approval,

a. The Total Work to be executed shall be divided into four Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay Liquidated Damages as stated in the Contract Data. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the concerned Project Engineer.

Further

i. Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

ii. Traffic diversion plan in accordance with the traffic department shall be submitted for the approval before commencement of work. Adequate provisions for installation of blinkers, barricades, alternate roads for traffic, deployment of personnel to manage traffic diversion shall be made.

iii. After diversion plan approval, notification, press release, diversion boards shall be installed be installed before commencement of the work.

iv. The Contractor shall prepare and submit the Working Drawings/Good for Construction drawings along with the required Survey / Investigation Reports to the Employer and get approval for the same by the Employer at Contractor's own risk and cost before commencement of work. Further sufficient time shall be given to the Employer for approval of drawings. Time period required shall be a minimum of 20days from date of submission of final drawings.

v. The Contractor shall be submitting the required mix design reports for Bitumen works and other concrete works along with the necessary quality control reports from the manufactures/Third party for the all the materials before commencement of work.

vi. On Award of the Work, the Contractor shall demonstrate Execution of Asphalt work for a length of 50m with the pavers that are to be deployed for the work by contractor and shall prove Quality by conducting necessary quality control works, Workmanship of his Works as per the required Specifications / Standards of relevant IRC / BIS. Any Improvements required with respect to the Quality, Workmanship and Speed of

Execution of the Work as decided by the Employer, such Modifications shall be carried out by the Contractor for Execution of the Work. The Decision of the Employer / Employer's Representatives in this regard shall be final and the Contractor shall abide by the same.

13. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

14. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

15. **Progress of Work**

The Contractor shall give the Employer on the 4^{th} Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

16. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

17. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

18. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

19. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

20. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

21. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

22. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.

b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

23. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966	Safety Code for Excavation Work
iv.	IS 4081 – 1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 – 1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975	Safety Code for Storage and Handling of Building Materials

ix. Any other Code and / or as per directions of the Employer (Updated and latest codes to be referred)

24. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

25. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

26. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

27. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor is required to work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

28. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

29. The Execution of any Items of Work where any Incidental Work is actually required but not

specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

30. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

31. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

32. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

33. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 10000/- per Sqm of Area left Unbarricaded. The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the

Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

34. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

35. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

36. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

37. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

38. **Arbitration (Clause 24) - DELETED**

39. **Quality Control Tests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

40. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

41. **Existing Services / Utility Lines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services.

42. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. The Convenience of the public, or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.

d. Further the Contractor is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.

e. The Contractor shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.

f. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

43. **Mapping of Existing Services / Utility Lines**

The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer. The Employer will assist the Contractor in coordination only.

a. Shifting of obstructing utilities: The Contractor shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Elevated Corridor in accordance with this Agreement in

accordance with applicable standards and specifications of concerned utility owning entity.

b. The work towards shifting of utilities shall be treated as Change of Scope. The Contractor shall execute such utility shifting works under the supervision of utility owning agency and Independent Engineer (IE) in accordance with the provision of Agreement. The Authority will provide assistance to the Contractor for obtaining the estimates for shifting of such utilities from the entity owning such electric lines, water pipes or telephone cables, as the case may be. The cost of utility shifting shall be based on the estimates given by the utility-owning agencies, and shall be paid as per actuals by the Authority to the Contractor. Only supervision charges shall be paid by the Authority to the utility-owning entity.

c. In the event of any delay in shifting thereof, the Contractor shall be responsible for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

d. The dismantled material/scrap of existing Utility to be shifted/dismantled shall belong to the Contractor who would be free to dispose-off the dismantled material as deemed fit by them.

e. The work of shifting of utilities can be taken up by the Contractor any time after signing of the Agreement.

f. **Existing utilities and roads:** Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Contractor, initiate and undertake at the Contractor's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

g. Topographical survey showing the present condition, levels of the Project Road mentioned under the package shall be carried out before commencement of the work and soft copy of the same shall be submitted.

44. **Kerb Stone**

The Concrete Grade of kerb proposed shall be as per specification mentioned in Section 7 below

45. The Tenderer shall, prior to submitting his tender for the work, visit and examine the Site of Works and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his Tender and entering into the Contract, including, inter alia, the actual Conditions regarding the Nature and Conditions of the site, availability of materials, Labour, probable sites for labour camps, stores, etc. and the extent of lead and Lift required for the work in complete form over the duration of the contract, restrictions, obstructions in work, if any, allow for all such extras likely to be incurred due to any such conditions, restrictions, obstructions, etc. in the quoted Tender Price for the Work. The cost of visiting the Site shall be

at the Tenderer's own expense

46. Tenderer(s) are encouraged to submit their respective Bid(s) after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site shall be at the Tenderer's own expense

47. It shall be deemed that by submitting a Tender, the Tenderer has:
a. made a complete and careful examination of the Tender Documents;
b. received all relevant information requested from the Employer;
c. accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents;
d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Tender Documents and performance of all of its obligations there under;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Contract by the Tenderer
f. acknowledged that it does not have a Conflict of Interest; and
g. agreed to be bound by the undertakings provided by it under and in terms hereof.

48. The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to IFB, the Tender Documents or the Tender Process, including any error or mistake therein or in any information or data given by the Employer.

49. **Maintenance Obligations of the Contractor**

49.1 The Contractor shall maintain the Elevated Corridor for a period of **10 (ten) years, corresponding to the Defects Liability Period**, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid: **@ 0.25% of the Contract Price each for the first five years and @ 0.50% of the Contract Price each for the remaining period of five years. The Amount Put to Tender / Contract Price shall include the cost of maintenance for the entire 10-year Defects Liability / Maintenance Period, in addition to the cost of design, engineering, procurement, construction, testing and commissioning of the Project. Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes.** The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI.

49.2 During the Maintenance Period, the Authority shall provide to the Contractor access to the Site for Maintenance in accordance with this Agreement. The obligations of the

Contractor hereunder shall include:

- permitting safe, smooth and uninterrupted flow of traffic on the elevated corridor;
- undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drainwos, embankments, structures, pavement markings, lighting, road signs and other traffic control devices. For the avoidance of doubt, the electricity charges for operation of electrical infrastructure installed along the project length, except the infrastructure being used by the Contractor for its own use, shall be borne by the Authority;
- undertaking repairs to structures;
- **The contractor shall submit structural health and safety certificate on completion on 3rd year, 6th year and at the end of 10th year.**
- **Asphalting/Micro-surfacing shall** be carried out on completion of the 4th year and at the end 9th year. DELETED if the elevated corridor is provided with rigid pavement.
- **Lane marking:** To be undertaken at the end of every year, preferably in the month of January.
- informing the Authority of any unauthorised use of the Elevated corridor;
- informing the Authority of any encroachments on the Elevated corridor; and
- operation and maintenance of all communication and administrative systems necessary for the efficient maintenance of the elevated corridor in accordance with the provisions of this Agreement.
- **Vegetation removal:** The Contractor shall regularly remove and clear all vegetation, weeds, shrubs, moss, creepers and any other organic growth occurring on or adjacent to the elevated corridor structure, including piers, deck edges, median areas, drainage points, joints and utility corridors.
- **Anti-carbonation treatment:** The Contractor shall carry out anti-carbonation protective coating / painting to exposed concrete surfaces of the elevated corridor at the end of the 3rd, 6th and 9th year from the Date of Completion, or earlier if required based on condition assessment or instructions of the Employer / Employer's Representative.

49.3 In respect of any Defect or deficiency not specified in **Annexure-16**, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any wilful default or neglect of the Authority or a Force Majeure Event.

49.4 The Contractor shall remove promptly from the Elevated corridor any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Elevated corridor in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

49.5 **Maintenance Requirements:** The Contractor shall ensure and procure that at all times during the Maintenance Period, the Elevated corridor conforms to the maintenance requirements set forth in **Annexure-16** (the "Maintenance Requirements").

49.6 **Maintenance Programme:** The Contractor shall prepare a monthly maintenance programme (the "Maintenance Programme") in consultation with the Authority's Engineer and submit the same to the Authority's Engineer not later than 10 (ten) days

prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose a joint monthly inspection by the Contractor and the Authority's Engineer shall be undertaken. The Maintenance Programme shall contain the following:

- The condition of the road in the format prescribed by the Authority's Engineer;
- the proposed maintenance Works; and
- deployment of resources for maintenance Works.

49.7 **Safety, vehicle breakdowns and accidents:** The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. The Contractor shall maintain and operate a round-the-clock vehicle rescue post with 1 (one) mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms. The Contractor shall promptly remove any damaged vehicles and debris from the Elevated corridor to enable safe movement of traffic and shall report all accidents to the police forthwith.

49.8 **Lane closure:** The Contractor shall not close any lane of the Elevated corridor for undertaking maintenance works except with the prior written approval of the Authority's Engineer. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 5 (five) business days of receiving such request, the Authority's Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority. Upon receiving the permission pursuant to this clause, the Contractor shall be entitled to close the designated lane for the period specified therein, and for all lane closures extending a continuous period of 48 (forty-eight) hours, the Contractor shall, in the event of any delay in re-opening such lane, for every stretch of 250 (two hundred and fifty) metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the monthly maintenance payment for each day of delay until the lane has been re-opened for traffic. In the event of any delay in re-opening such lanes or in the event of emergency decommissioning and closure to traffic of the whole or any part of the Elevated corridor due to failure of the Contractor, the Contractor shall pay damages to the Authority at double the above rate, without prejudice the rights of the Authority under this Agreement including Termination thereof.

49.9 **Taking over Certificate:** The Maintenance Requirements set forth in **Annexure-16** having been duly carried out, Maintenance Period as set forth in Clause 49.1 having been expired and Authority's Engineer determining the Tests on Completion of Maintenance to be successful in accordance with **Annexure-18**, the Authority will issue Taking Over Certificate to the Contractor substantially in the format set forth in **Annexure-17**.

50. Defects Liability Period

50.1 The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Elevated corridor or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the "Defects Liability Period") as specified below:

- (five) years from the date of completion in case of a road being constructed with flexible pavement;

- 10 (ten) years from the date of completion in case of road being constructed with rigid pavement;
- 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design;
- 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels;
- 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.
- (three) years from the date of completion for stretches requiring renewal of Bituminous Concrete (BC) layer through either using hot-in-place recycling of the entire BC layer or providing a fresh layer of BC with 40mm thickness.
- (three) years from the date of completion for stretches requiring improvement to riding quality, in cases other than those mentioned in para (f) above, through laying a layer of BM/DBM and BC.

50.2 The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because of usual wear or tear in the Elevated corridor or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Clause 49.

50.3 For the avoidance of doubt, the Defects Liability obligations of the Contractor shall include, but not be limited to, inspection, repair, rectification, replacement and proper functioning of expansion joints, bridge bearings, cracks or distress in crash barriers / parapets, electrical fittings, lighting systems, conduits, drainage outlets, deck drainage arrangements, protective coatings, and all other components of the elevated corridor and associated structures affected by wear, deterioration, damage, leakage, corrosion, settlement, vibration, or operational deficiency, so as to keep the Project in a safe, sound and serviceable condition at all times during the Defects Liability Period.

50.4 **Remedying Defects:** Save and except as provided in Clause 49.1, the Contractor shall repair or rectify all Defects and deficiencies observed by the Authority or Authority's Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Authority or Authority's Engineer in this behalf, or within such reasonable period as may be determined by the Authority or Authority's Engineer at the request of the Contractor, in accordance with Good Industry Practice.

50.5 **Cost of remedying Defects:** Any repair or rectification undertaken in accordance with the provisions of Clause 50.3, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- the design of the Project;
- Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- improper maintenance during construction of the Elevated corridor by the Contractor; and/ or
- failure by the Contractor to comply with any other obligation under this Agreement.

50.6 **Contractor's failure to rectify Defects:** If the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 50.4, the Authority shall be

entitled to get the same repaired, rectified or remedied at the Contractor's cost to make the Elevated corridor conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. **The cost so determined and an amount equal to 20% (twenty percent) of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.**

50.7 **Extension of Defects Liability Period:** The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 50.4 have been remedied or rectified.

51. Authority's Engineer

51.1 **Appointment of the Authority's Engineer:** The Authority shall appoint a firm of Independent Engineers substantially in accordance with the selection criteria set forth in by the Authority, to be the engineer under this Agreement (the "Authority's Engineer"). In unavoidable circumstances, Authority may appoint an officer to act as Authority's Engineer until appointment of a Independent Engineering firm.

51.2 The officer in-charge of the Authority is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed below. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

The Authority's Engineer should be appointed within 10 days from the date of this Agreement or before declaration of Appointed Date, whichever is earlier. The Authority shall notify the appointment or replacement of the Authority's Engineer to the Contractor.

The staff of the Authority's Engineer shall include suitably qualified engineers and other professionals who are competent to assist the Authority's Engineer to carry out its duties.

51.3 **Duties and authority of the Authority's Engineer:** The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement and substantially in accordance with the terms of reference ("Terms of Reference" or "TOR") set forth by the authority, but subject to obtaining prior written approval of the Authority before determining:

- any Time Extension;
- any additional cost to be paid by the Authority to the Contractor;
- the Termination Payment;

- issuance of Completion Certificate; or
- any other matter which is not specified in (a), (b), (c) or (d) above and which creates financial liability on either Party.

No decision or communication of the Authority's Engineer shall be effective or valid unless it is accompanied by an attested true copy of the approval of the Authority for and in respect of any matter specified below.

The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month. For the avoidance of doubt, the Authority's Engineer shall include in its report, compliance of the recommendations of the Safety Consultant.

51.4 **Delegation by the Authority's Engineer:** The Authority's Engineer may, by order in writing, delegate any of his duties and responsibilities to suitably qualified and experienced personnel who are accountable to Authority's Engineer, or may revoke any such delegation, under intimation to the Authority and the Contractor. Provided, however, that the Authority's Engineer shall be responsible and liable for all actions and omissions of such personnel. Any failure of the Authority's Engineer to disapprove any work, Plant or Materials shall not constitute approval, and shall, therefore, not prejudice the right of the Authority to reject the work, Plant or Materials, which is not in accordance with the provisions of this Agreement and the Specifications and Standards. Notwithstanding anything stated in this clause, the Authority's Engineer shall not delegate the authority to refer any matter for the Authority's prior approval wherever required in accordance with the provisions of clause 51.3

51.5 **Instructions of the Authority's Engineer:** The Authority's Engineer may issue instructions for remedying any Defect(s) to the Contractor. The Contractor shall take such instructions from the Authority's Engineer, or from an assistant to whom appropriate authority has been delegated under Clause 51.4.

The instructions issued by the Authority's Engineer shall be in writing. However, if the Authority's Engineer issues any oral instructions to the Contractor, it shall confirm the oral instructions in writing within 2 (two) working days of issuing them.

In case the Contractor does not receive the confirmation of the oral instructions within the time specified in this clause, the Contractor shall seek the written confirmation of the oral instructions from the Authority's Engineer. The Contractor shall obtain acknowledgement from the Authority's Engineer of the communication seeking written confirmation. In case of failure of the Authority's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instructions.

In case of any dispute on any of the instructions issued by the delegated assistant, the Contractor may refer the dispute to the Authority's Engineer, who shall then confirm,

reverse or vary the instructions within 3 (three) business days of the dispute being referred.

51.6 **Determination by the Authority's Engineer:** The Authority's Engineer shall consult with each Party in an endeavour to reach agreement wherever this Agreement provides for the determination of any matter by the Authority's Engineer. If such agreement is not achieved, the Authority's Engineer shall make a fair determination in accordance with this Agreement having due regard to all relevant circumstances. The Authority's Engineer shall give notice to both the Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination made by the Authority's Engineer in accordance with the provisions of this Agreement. Provided, however, that if any Party disputes any instruction, decision, direction or determination of the Authority's Engineer, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

51.7 **Remuneration of the Authority's Engineer:** The remuneration, costs and expenses of the Authority's Engineer shall be paid by the Authority.

51.8 **Termination of the Authority's Engineer:** The Authority may, in its discretion, replace the Authority's Engineer at any time. However, the Authority shall ensure that alternative arrangements for appointment of another Authority's Engineer or designation of its own officer as the Authority Engineer for the intervening period are made simultaneously. If the Contractor has reasons to believe that the Authority's Engineer is not discharging its duties and functions in accordance with the provisions of this Agreement, it may make a written representation to the Authority and seek termination of the appointment of the Authority's Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Contractor and the Authority's Engineer and make best efforts for an amicable resolution of the representation. In the event that the appointment of the Authority's Engineer is terminated hereunder, the Authority shall appoint forthwith another Authority's Engineer in accordance with Clause 18.1 and 18.7 (i).

52. Tests on Completion

52.1 At least 30 (thirty) days prior to the likely completion of the Elevated corridor, or a Section thereof, the Contractor shall notify the Authority's Engineer of its intent to subject the Elevated corridor or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the Authority's Engineer in consultation with the Contractor and notified to the Authority who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the Authority's Engineer or provide such assistance as the Authority's Engineer may reasonably require for conducting the Tests. In the event of the Contractor and the Authority's Engineer failing to mutually agree on the dates for conducting the Tests, the Contractor shall fix the dates by giving not less than 10 (ten) days' notice to the Authority's Engineer.

52.2 All Tests shall be conducted in accordance with **Annexure-19**. The Authority's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine

compliance of the Elevated corridor or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the Authority's Engineer during the course of any Test that the performance of the Elevated corridor or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon completion of each Test, the Authority's Engineer shall provide to the Contractor and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Authority's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Elevated corridor or Section thereof with the Specifications and Standards.

52.3 Completion Certificate: Upon completion of all Works forming part of the Elevated corridor, and the Authority's Engineer determining the Tests to be successful and after the receipt of notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of the insurance, it shall, at the request of the Contractor forthwith issue to the Contractor and the Authority a certificate substantially the "Completion Certificate".

52.4 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.

52.5 Without prejudice to the obligations of the Contractor specified in this RFP, the property and ownership of all the completed Works forming part of the Elevated corridor shall vest in the Authority.

52.6 Rescheduling of Tests: If the Authority's Engineer certifies to the Authority and the Contractor that it is unable to issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Contract Clause Reference	Content
NA	The Employer: **The Managing Director, B-SMILE** Address: Office of the Project Engineer -01 Bengaluru Smart Infrastructure Limited No.30/1, Thimmaiah Road, Miller Tank Bund Area, Vasanth Nagar, Bengaluru-560051. **The Name and Identification Number of the Contract:** **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"** **No. B-SMILE/PE-01/TEND/04/2026-27** **dated 20-05-2026** The Work consists of Construction of an elevated corridor from Construction of Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years and **Maintenance** of all the Infrastructural Facilities developed for a **Defect Liability Period of 10 years.** The Start Date shall be **Date of Issue of Notice to Proceed with the Work**. The Sites are located **along Reaches as detailed out in enclosed Key Maps**.

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td>13</td><td>Insurance requirements are as under:
<table>
<tr><th>Sl. No.</th><th>Type of Cover</th><th>Minimum Cover for Insurance for 12 months</th></tr>
<tr><td>i.</td><td>Works and of Plant and Materials</td><td>The Sum stated in the Agreement plus 20%</td></tr>
<tr><td>ii.</td><td>Loss or damage to equipment</td><td>Full Replacement Cost</td></tr>
<tr><td>iii.</td><td>Loss or damage to property of Third Party</td><td>Full Replacement Cost</td></tr>
<tr><td>iv.</td><td>Personal Injury or Death Insurance
a. for Third Party

b. for Contractor’s Employees or Labour</td><td>Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each.
In accordance with the Statutory Requirements Applicable to Karnataka.</td></tr>
</table></td></tr>
<tr><td>17 & 26</td><td>The Intended Completion Date for the whole of the Works is 18 Months as stipulated in Invitation For Tender from the Start Date including monsoon season with following milestone.
<table>
<tr><th>Milestone</th><th>Physical work / stage to be completed (Cumulative)</th><th>No. of Days / Period</th></tr>
<tr><td>Milestone 1</td><td>35%</td><td>192</td></tr>
<tr><td>Milestone 2</td><td>60%</td><td>329</td></tr>
<tr><td>Milestone 3</td><td>85%</td><td>466</td></tr>
<tr><td>Milestone 4</td><td>100% / Completion of Construction Issue of Completion Certificate</td><td>548</td></tr>
<tr><td>Milestone 5</td><td>Completion of first 5 years of DLP / Maintenance Period</td><td>End of Year 5 from Completion Date</td></tr>
<tr><td>Milestone 6</td><td>Completion of full 10 years of DLP / Maintenance Period</td><td>End of Year 10 from Completion Date</td></tr>
</table></td></tr>
<tr><td>21</td><td>The Site Possession Date: From the date of Issue of Work Order.</td></tr>
<tr><td>25</td><td>The Contractor shall submit to the Employer for Approval a “Program” showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: within 30 days from the Date of Signing the Agreement.

The Methodology and Program of Construction: 30 days from the Date of Entering into Agreement.

The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: 3 0 Days from the Date of Entering into Agreement.</td></tr>
</table>

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td>31</td><td>The Defects Liability Period is 10 years, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority</td></tr>
<tr><td>37</td><td>The payments to the Contractor shall be made in accordance with the following milestone schedule. A cumulative amount of 90% of the Contract Price shall be payable during the Construction Period upon achievement of the construction milestones set out below. A further 5% of the Contract Price shall be payable upon issue of the Completion Certificate as Performance Security Deposit (PSD). The balance 5% of the Contract Price shall be retained as Final Security Deposit (FSD) and released in two instalments, namely 2.5% upon satisfactory completion of 5 years of the Defects Liability / Maintenance Period and the remaining 2.5% upon satisfactory completion of the full 10-year Defects Liability / Maintenance Period, subject to due performance and certification by the Employer.
<table>
<tr><th>Milestone</th><th>Physical work / stage to be completed (Cumulative)</th><th>No. of Days / Period</th><th>Payment (% of Contract Price)</th><th>Payment (Cumulative)</th></tr>
<tr><td>Milestone 1</td><td>35%</td><td>192</td><td>20%</td><td>20%</td></tr>
<tr><td>Milestone 2</td><td>60%</td><td>329</td><td>25%</td><td>45%</td></tr>
<tr><td>Milestone 3</td><td>85%</td><td>466</td><td>30%</td><td>75%</td></tr>
<tr><td>Milestone 4</td><td>100% / Issue of Completion Certificate</td><td>On Completion Certificate</td><td>20%</td><td>95%</td></tr>
<tr><td>Milestone 5</td><td>Completion of first 5 years of DLP / Maintenance Period</td><td>End of Year 5 from Completion Date</td><td>2.5% (FSD release)</td><td>97.5%</td></tr>
<tr><td>Milestone 6</td><td>Completion of full 10 years of DLP / Maintenance Period</td><td>End of Year 10 from Completion Date</td><td>2.5% (FSD release)</td><td>100%</td></tr>
</table>
Retention Money</td></tr>
</table>

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td></td><td>
(i) From every payment for Works due to the Contractor, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.

(ii) Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

(iii) Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts due to the authority
</td></tr>
<tr><td>41</td><td>
The Liquidated Damages (LD) for the works are 0.05% of the Estimated Project Cost per day of delay of each Contract Price of each / corresponding Milestone.

<table>
<tr><th>Milestone</th><th>Physical work to be completed within the milestones (Cumulative)</th><th>No of Days for completion of each milestone</th><th>Period from the date of issue of Notice to proceed with the work</th></tr>
<tr><td>Milestone 1</td><td>35%</td><td>192</td><td>Initiation of work</td></tr>
<tr><td>Milestone 2</td><td>60%</td><td>329</td><td>Preliminary and mid works</td></tr>
<tr><td>Milestone 3</td><td>85%</td><td>466</td><td>Secondary works and final works</td></tr>
<tr><td>Milestone 4</td><td>100%</td><td>548</td><td>Final Period of Completion</td></tr>
</table>
The Maximum Amount of Liquidated Damages is 10% of the respective milestone payment.
</td></tr>
</table>

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td>42</td><td>
The Amounts of the Advance Payment are
<table>
<tr><th>Nature of Advance</th><th>Amount (Rs.)</th><th>Conditions to be fulfilled</th></tr>
<tr><td>1. Mobilization</td><td>5% of the Contract Price</td><td>On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period).</td></tr>
</table>
(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions)

Repayment of Advance Payment for Mobilization
The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the <u>09 months</u> of the Original Time for Completion pursuant to Clauses 17 and 26.
</td></tr>
<tr><td>48, 49 & 50</td><td>
The Date by which “As Built Drawings” (in scale 1:100) in 3 sets are required is within 30 days of Issue of Certificate of Completion.

The Amount to be withheld for failing to supply “As Built Drawings” by the date required is Rs.1000/- Per day

The following Events shall also be Fundamental Breach of the Contract. –
1. The Contractor has contravened Clauses 7 and 9 of CC.

The Percentage to apply to the Value of the Work not completed representing the Employer’s Additional Cost for completing the Works shall be 30%.
</td></tr>
</table>

SECTION 7: Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRTH shall be referred to.

The Works shall be designed, engineered, procured, constructed, tested, commissioned and maintained in accordance with the latest applicable editions and amendments of the relevant IRC Codes, MoRTH Specifications for Road and Bridge Works, BIS Standards, and other applicable statutory codes and standards.

Without prejudice to the above, the specifications shall specifically include the requirements applicable to elevated corridor / flyover / viaduct works, including foundations, substructure, superstructure, concrete and structural steel works, UHPFRC-based structural elements, bearings, expansion joints, crash barriers, deck drainage, road safety furniture, traffic management during construction, utility protection / shifting interface, quality control, testing and workmanship standards.

The specifications, design criteria, drawings and technical requirements contained in the DPR and drawings uploaded on the KPPP Portal shall form an integral part of the Contract. In case of any conflict, the more stringent specification / standard, as approved by the Employer, shall apply.

The technical specifications, design criteria, drawings, surveys, investigations, assumptions and other engineering particulars contained in the Detailed Project Report (DPR) prepared by the DPR Consultant and uploaded on the KPPP Portal shall form an integral reference for the Project. The Bidder / Contractor shall be deemed to have examined the same and taken them into account while preparing the Bid and executing the Works.

Construction: The Contractor shall comply with the Specifications and Standards set forth in this section for construction of the Elevated corridor.

Design Standards: The Elevated corridor including project facilities shall conform to design requirements set out in Manual of specifications and standards for 4- Laning of Highways, referred to herein as the Manual IRC: SP: 84 and IRC SP 73-2 and IRC 112 and also other relevant code/standards & specification for design of Structure & its Construction. Design and construction of foundation, sub structures and super structures and its approaches shall be done in accordance with the following specifications:

Latest revisions of:

- Indian Road Congress (IRC)
- Indian Standards (IS)
- MORTH Specifications for Road and Bridge Works
- Any other latest relevant Codes & Special Publications as required

Construction of Bridges/Structures: As per Manual (IRC: SP-84-2019) and other IRC Specifications and Guidelines.

Further, all Materials, works and construction operations shall conform to the Manual of Specifications and Standards for [4-Laning of Highways (IRC: SP 84-)], referred to as the Manual and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the

satisfaction of the Authority's Engineer.

Design and construction of foundation, sub structures and super structures and its approaches shall be done in accordance with the following specifications:
IRC SP-84 / IRC SP 73- and IRC 112 and also other relevant code/standards & specification for design of Structure & its Construction.

Deviations from the Specifications and Standards: The terms "Contractor", "Independent Engineer" and "Concession Agreement" used in the Manual shall be deemed to be substituted by the terms "Contractor", "Authority's Engineer" and "Agreement" respectively.

Utility Shifting Works: As regards, the work of utility shifting, relevant specifications, relevant rules, regulations and acts of Utility Owning Department/Agencies shall be applicable.

SECTION 8: Drawings

The drawings forming part of the Project are as contained in the DPR prepared by the DPR Consultant and uploaded on the KPPP Portal. The Bidder / Contractor shall refer to and rely upon such drawings, together with any amendments, addenda and approved revisions issued by the Employer from time to time, for the purposes of bidding, design development, execution and completion of the Works.

SECTION 9: Financial Bid

Financial Bid format is as shown below in Annexure – 11

ANNEXURE – 11

Letter comprising the Financial BID

To,
Office of the Project Engineer -01
Bengaluru Smart Infrastructure
Limited No.30/1, Thimmaiah Road,
Miller Tank Bund Area, Vasanthnagar,
Bengaluru-560051.

Sub: Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years

Dear Sir,

1. With reference to your RFP document dated _____I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The

BID is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.

Yours faithfully,

Date: (Signature, name and designation of the
Place: Authorised Signatory)

Name & seal of Bidder/Lead Member: .....
Class III DSC ID of Authorised Signatory: .....

ANNEXURE - 12

Technical Capacity of the Bidder[@]

(*Refer to Clauses 3.3, 3.4 and 3.5 of the RFP*)

Applicant type	**Project Code***	**Cate-gory[$]**	**Experience**[**] (Equivalent Rs. crore)[$$]		**Technical Experience[£]**
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self-construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder	a				
	b				
	c				
	d				
	e				
	f				
Aggregate Technical Experience =					

[@] Provide details of only those projects that have been undertaken by the Applicant. In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding 10% of the amount specified as the Estimated Project Cost; and for Categories 3 and 4, include only those projects where the payments received exceed 50% of the Estimated Project Cost.

** Add more rows if necessary.*

*** Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.*

[$$] For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [1] to a US Dollar.

[1] The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty eight) days prior to the Application Due Date.

ANNEXURE - 13

Financial Capacity of the Bidder

(*Refer to Clauses 3.2,3.3, 3.4 and 3.5 of the RFP*) (In Rs. crore[$])

Bidder type	**Net Cash Accruals**					**Net Worth[£]**
	2025-26	**2024-25**	**2023-24**	**2022-23**	**2021-22**	**Year 1**
Single entity Bidder						
TOTAL						

Bidder type	**Annual Turnover**										**Average Annual Turnover (In Rs. crore[$])**
	2025-26		**2024-25**		**2023-24**		**2022-23**		**2021-22**		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x 7+8x9+10x11) / 5
Single entity Bidder		**1.00**		**1.10**		**1.21**		**1.33**		**1.46**	

Name & address of Bidder's Bankers:

£The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the Bidder;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth (the "Net worth") shall means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of

assets, write-back of depreciation and amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 3.2 of the RFP document.

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

ANNEXURE – 14

BANK GUARENTEE FOR SECURITY DEPOSIT

To: _____[Name of Employer]
_____[Address of Employer]

WHEREAS _____[Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ _____[Amount of Guarantee][7] Rupees_____[in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the (Defects Liability Period).
Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

ANNEXURE – 15

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To
Managing Director
Bengaluru Smart Infrastructure
Limited 30/1 3rd Floor Millers
Road, Vasant Nagar Bengaluru
– 560 051

In accordance with your **Tender No. dated** for the Work of **"Construction of Elevated Corridor from Doddaballapura Road (Police Station Junction) to NH-7 (Navayuga Flyover) at Kogilu Circle via Old Yelahanka Town under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation including maintenance for a period 10 years"** (hereinafter called "the Tender"), M/s. ____one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. ____ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, ____(Name of Bank) of ___ (Name of Country) having our Registered Office at _____(hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bengaluru smart infrastructure limited (B-SMILE) (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this ____day of 20…..

The Conditions of this Obligation are:

If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or

1. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
2. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity

a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including _____(Date) i.e. 180 (one hundred and eighty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness

ANNNEXURE – 16

Maintenance Requirements

1. Maintenance Requirements

(i) The Contractor shall, at all times maintain the Elevated corridor inaccordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.

(ii) The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Annexure within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in **Clause 49 of Section F: Special Clauses** of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

(iii) All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

2. Repair/rectification of Defects and deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in this Annexure within the time limit set forth therein.

3. Other Defects and deficiencies

In respect of any Defect or deficiency not specified in this Annexure, the Authority's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Authority's Engineer.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this Annexure, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority's Engineer and conveyed to the Contractor and the Authority with reasons thereof.

5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Annexure, if any Defect, deficiency or deterioration in the Elevated corridor poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Daily inspection by the Contractor

The Contractor shall, through its engineer, undertake a daily visual inspection of the Elevated corridor and maintain a record thereof in a register to be kept in such form and manner as the Authority's Engineer may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Authority and the Authority's Engineer at any time during office hours.

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Authority's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the Authority's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Authority's Engineer.

8. Repairs on account of natural calamities

All damages occurring to the Elevated corridor on account of a Force Majeure Event or wilful default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.

Repair/rectification of Defects and deficiencies

The Contractor shall repair and rectify the Defects and deficiencies specified in this Annex-I of Annexure 16 within the time limit set forth in the table below.

Table -1: Maintenance Criteria for Pavements:

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
Flexible Pavement (Pavement of MCW, Service Road, approache	Potholes	Nil	< 0.1 % of area and subject to limit of 10 mm in depth	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003 (http://www.tfhrc.com/pavement/lttp/reports/03031/)	24-48 hours	MORT&H Specification 3004.2

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
s of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Cracking	Nil	< 5 % subject to limit of 0.5 sqm for any 50 m length	Daily			7-15 days	MORT&H Specification 3004.3
	Rutting	Nil	< 5 mm	Daily	Straight Edge		15 -30 days	MORT&H Specification 3004.2
	Corrugations and Shoving	Nil	< 0.1 % of area	Daily	Length Measurement Unit like		2-7 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
	Bleeding	Nil	< 1 % of area	Daily	Scale, Tape, odometer etc.		3-7 days	MORT&H Specification 3004.4
	Ravelling / Stripping	Nil	< 1 % of area	Daily			7-15 days	IRC:82-2015 read with IRC SP 81
	Edge Deformation/ Breaking	Nil	< 1 m for any 100 m section and width < 0.1 m at any location,	Daily			7- 15 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	**Acceptable**					
			restricted to 30 cm from the edge					
	Roughness BI	2000 mm/km	2400 mm/km	Bi-Annually	Class I Profilometer SCRIM (Sideway-force Coefficient Routine Investigation Machine or equivalent)	Class I Profilometer : ASTM E950 (98) :2004 –Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656 -94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	180 days	IRC:82-2015
	Skid Number	60SN	50SN	Bi-Annually			180 days	BS: 7941-1: 2006
	Pavement Condition Index	3	2.1	Bi-Annually			180 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
	Other Pavement Distresses			Bi-Annually			2-7 days	IRC:82-2015
	Deflection/ Remaining Life			Annually	Falling Weight Deflectometer	IRC 115: 2014	180 days	IRC:115-2014
Rigid Pavement (Pavement of MCW, Service Road, Grade structure,	Roughness BI	2200mm/km	2400mm/km	Bi-Annually	Class I Profilometer	ASTM E950 (98) :2004 and ASTM E1656 - 94: 2000	180 days	IRC:SP:83-2008
	Skid	Skid Resistance no. at different speed of vehicles		Bi-Annually	SCRIM (Sideway-force	IRC:SP:83-2008	180 days	IRC:SP:83-2008

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
approaches of connecting roads, slip roads, lay byes etc. as applicable)		Minimum SN	Traffic Speed (Km/h)		Coefficient Routine Investigation Machine or equivalent)			
		36	50					
		33	65					
		32	80					
		31	95					
		31	110					

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
Embankment/ Slope	Edge drop at shoulders	Nil	40mm	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC	7-15 days	MORT&H Specification 408.4
	Slope of camber/cross fall	Nil	<2% variation in prescribed slope of camber/cross fall	Daily			7-15 days	MORT&H Specification 408.4
	Embankment Slopes	Nil	<15 % variation in	Daily			7-15 days	MORT&H Specification 408.4

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	**Acceptable**					
			prescribe side slope					
	Embankment Protection	Nil	Nil	Daily	NA		7-15 days	MORT&H Specification
	Rain Cuts/ Gullies in slope	Nil	Nil	Daily Specially During Rainy Season	NA		7-15 days	MORT&H Specification

In addition to the above performance criterion, the contractor shall strictly maintain the rigid pavements as per requirements in the following table

Table -2: **Maintenance Criteria for Rigid Pavements:**

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
CRACKING						
1	**Single Discrete Cracks Not intersecting with any joint**	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, not discernible	No Action	Not applicable
			1	w < 0.2 mm. hair cracks		
			2	w = 0.2 - 0.5 mm, discernible from slow-moving car	Seal without delay	Seal, and stitch if L > lm. Within 7days
			3	w = 0.5 - 1.5 mm, discernible from fast-moving car		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
			4	w = 1.5 - 3.0 mm	Seal, and stitch if L > l m. Within 7 days	Staple or Dowel Bar Retrofit, FDR for affected portion. Within 15days
			5	w > 3 mm.		
2	**Single Transverse (or Diagonal) Crack intersecting with one or more joints**	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, not discernible	No Action	
			1	w < 0.2 mm, hair cracks	Route and seal with epoxy. Within 7 days	Staple or Dowel Bar Retrofit. Within 15days
			2	w = 0.2 - 0.5 mm, discernible from slow vehicle		
			3	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route, seal and stitch, if L > 1 m. Within 7 days	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
			4	w = 3.0 - 6.0 mm	Dowel Bar Retrofit. Within 15 days	Full Depth Repair Dismantle and reconstruct affected.
			5	w > 6 mm, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full depth	Portion with norms and specifications - See Para 5.5 & 9.2 Within 15days
3	**Single Longitudinal Crack intersecting with one or more joints**	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, not discernible	No Action	
			1	w < 0.5 mm, discernable from slow moving vehicle	Seal with epoxy, if L > 1 m. Within 7 days	Staple or dowel bar retrofit. Within 15days

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
			2	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route seal and stitch, if L > l m. Within 15 days	-
			3	w = 3.0 - 6.0 mm	Staple, if L > 1 m. Within 15 days	Partial Depth Repair with stapling. Within 15 days
			4	w = 6.0 - 12.0 mm, usually associated with spalling	Not Applicable, as it may be full depth	
			5	w > 12 mm, usually associated with spalling, and/or slab rocking under traffic		Full Depth Repair Dismantle and reconstruct affected portion as per norms and specifications - See Para 5.6.4 Within 15 days

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
4	**Multiple Cracks intersecting with one or more joints**	**w = width of crack**	0	Nil, not discernible	No Action	-
			1	w < 0.2 mm, hair cracks	Seal, and stitch if L > l m. Within 15 days	
			2	w = 0.2 - 0.5 mm. discernible from slow vehicle		
			3	w = 0.5 - 3.0 mm, discernible from fast vehicle	Full depth repair within 15 days	Dismantle, Reinstate subbase, Reconstruct whole slab as per specifications within 30 days
			4	w = 3.0 - 6.0 mm panel broken into 2 or 3 pieces		
			5	w > 6 mm and/or panel broken into more than 4 pieces		
5	**Corner Break**	w = width of crack	0	Nil, not discernible	No Action	-

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	For the case d > D/2
		L = length of crack	1	w < 0.5 mm; only 1 corner broken	Seal with low viscosity epoxy to secure broken parts Within 7 days	Seal with epoxy seal with epoxy Within 7days
			2	w < 1.5 mm; L < 0.6 m, only one corner broken		
			3	w < 1.5 mm; L < 0.6 m, two corners broken	Partial Depth (Refer Figure 8.3 of IRC:SP: 83-2008) Within 15 days	Full depth repair
			4	w > 1.5 mm; L > 0.6 m or three corners broken		
			5	ree or four corners broken		Reinstate sub-base, and reconstruct the slab as per norms and specifications within 30days

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
6	**Punchout (Applicable to Continuous Reinforced Concrete Pavement (CRCP) only)**	w = width of crack L = length (m/m2)	0	Nil, not discernible		No Action
			1	w < 0.5 mm; L < 3 m/m^2	Not Applicable, as it may be full depth	Seal with low viscosity epoxy to secure broken parts. Within 15days
			2	either w > 0.5 mm or L < 3 m/m^2		
			3	w > 1.5 mm and L < 3 m/m^2		
			4	w > 3 mm, L < 3 m/m^2 and deformation		Full depth repair - Cut out and replace damaged area taking care not to damage reinforcement. Within 30days
			5	w > 3 mm, L > 3 m/m^2 and deformation		
Surface Defects						

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
7	Ravelling or Honeycomb type surface	r = area damaged surface/total surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	**Short Term**	**Long Term**
					No action.	Not Applicable
			1	r < 2 %	Local repair of areas damaged and liable to be damaged. Within 15 days	
			2	r = 2 - 10 %		
			3	r = 10-25%	Bonded Inlay, 2 or 3 slabs if affecting. Within 30 days	
			4	r = 25 - 50 %		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
			5	r > 50% and h > 25 mm	Reconstruct slabs, 4 or more slabs if affecting. Within 30 days	
8	**Scaling**	r = damaged surface/total surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	**Short Term**	**Long Term**
					No action.	Not Applicable
			1	r < **2 %**	Local repair of areas damaged and liable to be damaged. Within 7days	
			2	r = 2 - 10 %		
			3	r = 10 - 20%	Bonded Inlay within 15	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
			4	r = 20 - 30 %	days	
			5	r > 30 % and h > 25 mm	Reconstruct slab within 30 days	
9	**Polished Surface/Glazing**	t = texture depth, sand patch test	0		No action.	Not Applicable
			1	t > 1 mm		
			2 '	t = 1 - 0.6 mm	Monitor rate of deterioration	
			3	t = 0.6 - 0.3 mm		
			4	t = 0.3 - 0.1 mm		
			5	t < 0.1 mm	Diamond Grinding if	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	**For the case d > D/2**
					affecting 50% or more slabs in a continuous stretch of minimum 5 km. Within 30 days	
10	**Popout (Small Hole), Pothole Refer Para 8.4**	n = number/m² d = diameter h = maximum depth	0	d < 50 mm; h < 25 mm; n < 1 per 5 m²	No action.	Not Applicable
			1	d = 50 - 100 mm; h < 50 mm; n < 1 per 5 m²	Partial depth repair 65 mm deep. Within 15 days	
			2	d = 50 - 100 mm; h > 50 mm; n < 1 per 5 m²		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case d < D/2	For the case d > D/2
			3	d = 100 - 300 mm; h < 100 mm n < 1 per 5 m^2	Partial depth repair 110mm i.e.10 mm more than the depth of the hole. Within 30 days	
			4	d = 100 - 300 mm; h > 100 mm; n < 1 per 5 m^2		
			5	d > 300 mm; h > 100 mm: n > 1 per 5 m^2	Full depth repair. Within 30 days	

Joint Defects						
11	**Joint Seal Defects**	loss or damage L = Length as % total joint length	0	Difficult to discern.	**Short Term** No action.	**Long Term** Not Applicable
			1	Discernible, L< 25% but of little immediate consequence with regard to ingress of water or trapping incompressible material.	Clean joint, inspect later.	
			3	Notable. L > 25% insufficient protection against ingress of water and trapping incompressible material.	Clean and reapply sealant in selected locations. Within 7 days	
			5	Severe; w > 3 mm negligible protection against ingress of water	Clean, widen and reseal the joint.	

				and trapping incompressible material.	Within 7 days	
12	**Spalling of Joints**	w = width on either side of the joint L = length of spalled portion (as % joint length)	0	Nil, not discernible	No action.	Not Applicable
			1	w < 10 mm	Apply low viscosity epoxy resin/ mortar in cracked portion.	
			2	w = 10 - 20 mm, L < 25%	Within 7 days	
			3	w = 20 - 40 mm, L > 25%	Partial Depth Repair. Within 15 days	
			4	w = 40 - 80 mm, L > 25%	30 - 50 mm deep, h = w + 20% of w, within 30 days	
			5	w > 80 mm, and L > 25%	50 - 100 mm deep repair. H = w + 20% of w. Within 30 days	
13	**Faulting (or Stepping)**	f = difference of level	0	not discernible, < 1 mm	No action.	No action.

	in Cracks or Joints		1	f < 3 mm		
			2	f = 3 - 6 mm	Determine cause and observe, take action for diamond grinding	Replace the slab as appropriate. Within 30days
			3	f = 6 - 12 mm	Diamond Grinding	
			4	f= 12 - 18 mm	Raise sunken slab.	Replace the slab as appropriate. Within 30days
			5	f> 18 mm	Strengthen subgrade and sub-base by grouting and raising sunken slab	
14	**Blowup or Buckling**	h = vertical displacement from normal profile	0	Nil, not discernible	**Short Term**	**Long Term**
			1	h < 6 mm	No Action	
			2	h = 6 - 12 mm	Install Signs to Warn Traffic	

			3	h = 12 - 25 mm	within 7 days	
			4	h > 25 mm	Full Depth Repair. Within 30 days	
			5	shattered slabs, ie 4 or more pieces	Replace broken slabs. Within 30 days	
15	**Depression**	h = negative vertical displacement from normal profile L =length	0	Not discernible, h < 5 mm	No action.	Not Applicable
			1	h = 5 - 15 mm		
			2	h = 15-30 mm, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	h > 50 mm or > 20% joints	Strengthen subgrade. Reinstate pavement at normal level	

			5	h > 100 mm	if L < 20 m. Within 30 days	
16	**Heave**	h = positive vertical displacement from normal profile. L = length	0	Not discernible. h < 5 mm	**Short Term**	**Long Term**
					No action.	scrabble
			1	h = 5 - 15 mm	Follow up.	
			2	h = 15 - 30 mm, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	h > 50 mm or > 20% joints	Stabilise subgrade. Reinstate pavement at normal level if length < 20 m. Within 30 days	
			5	h > 100 mm		
17	**Bump**	h = vertical	0	h < 4 mm	No action	

		displacement from normal profile	1	h = 4 - 7 mm	Grind, in case of new construction within 7 days	Construction Limit for New Construction.
			3	h = 7 - 15 mm	Grind, in case of ongoing Maintenance within 15 days	Replace in case of new construction. Within 30days
			5	h > 15 mm	Full Depth Repair. Within 30 days	Full Depth Repair. Within 30days
18	**Lane to Shoulder Dropoff**	f = difference of level	0	Nil, not discernible < 3mm	**Short Term** No action.	**Long Term**
			1	f = 3 - 10 mm	Spot repair of shoulder within 7 days	
			2	f = 10 - 25 mm		
			3	f = 25 - 50 mm	Fill up shoulder	

			4	f = 50 - 75 mm	within 7 dayss	For any 100 m stretch Reconstruct shoulder, if affecting 25% or more of stretch. Within 30days
			5	f > 75 mm		
Drainage						
19	**Pumping**	quantity of fines and water expelled through open joints and cracks Nos	0	not discernible	No Action	
			1 to 2	slight/ occasional Nos < 10%	Repair cracks and joints Without delay.	Inspect and repair sub-drainage at distressed sections and upstream.
			3 to 4	appreciable/ Frequent 10 - 25%	Lift or jack slab within 30 days.	
		Nos/100 m stretch	5	abundant, crack development > 25%	Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab. Within 30 days	

20	**Ponding**	Ponding on slabs due to blockage of drains	0-2	No discernible problem	No action.	
			3 to 4	Blockages observed in drains, but water flowing	Clean drains etc within 7 days, Follow up	Action required to stop water damaging foundation within 30 days.
			5	Ponding, accumulation of water observed	-do-	

Table -3: Maintenance Criteria for Safety Related Items and Other Furniture Items:

<table>
<tr><th>Asset Type</th><th>Performance Parameter</th><th colspan="3">Level of Service (LOS)</th><th>Frequency of Measurement</th><th>Testing Method</th><th>Recommended Remedial measures</th><th>Time limit for Rectification</th><th>Specifications and Standards</th></tr>
<tr><td rowspan="5">Highway</td><td rowspan="5">Availability of Safe Sight Distance</td><td colspan="3">As per IRC SP :84-2014, a minimum of safe stopping sight distance shall be available throughout.</td><td rowspan="5">Monthly</td><td rowspan="5">Manual Measurements with Odometer along with video/ image backup</td><td colspan="2" rowspan="5">Removal of obstruction within 24 hours, in case of sight line affected by temporary objects such as trees, temporary encroachments.

In case of permanent structure or design deficiency:
Removal of obstruction/improvement of deficiency at the earliest
Speed Restriction boards and suitable traffic calming measures such as transverse bar marking, blinkers, etc. shall be applied during the period of rectification.</td><td rowspan="5">IRC:SP 84-2014</td></tr>
<tr><td>Design Speed, kmph</td><td>Desirable Minimum Sight Distance (m)</td><td>Safe Stopping Sight Distance (m)</td></tr>
<tr><td>100</td><td>360</td><td>180</td></tr>
<tr><td>80</td><td>260</td><td>130</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td>Pavement Marking</td><td>Wear</td><td colspan="3"><70% of marking remaining</td><td>Bi-Annually</td><td>Visual Assessment as per Annexure-F of IRC:35-2015</td><td>Re - painting</td><td>Cat-1 Defect – within 24 hours
Cat-2 Defect - within 2 months</td><td>IRC:35-2015</td></tr>
</table>

<table>
<tr><th>Asset Type</th><th>Performance Parameter</th><th>Level of Service (LOS)</th><th>Frequency of Measurement</th><th>Testing Method</th><th>Recommended Remedial measures</th><th>Time limit for Rectification</th><th>Specifications and Standards</th></tr>
<tr><td></td><td>Day time Visibility</td><td>During expected life Service Time
Cement Road - 130mcd/m²/lux
Bituminous Road - 100mcd/m²/lux</td><td>Monthly</td><td>As per Annexure-D of IRC:35-2015</td><td>Re - painting</td><td>Cat-1 Defect – within 24 hours
Cat-2 Defect – within 2 months</td><td>IRC:35-2015</td></tr>
<tr><td></td><td>Night Time Visibility</td><td><u>Initial and Minimum Performance for Dry Retro reflectivity during night time:</u>
<table>
<tr><th>Design Speed</th><th colspan="2">(RL) Retro Reflectivity (mcd/m²/lux)</th></tr>
<tr><td></td><td>Initial (7 days)</td><td>Minimum Threshold level (TL) & warranty period required up to 2 years</td></tr>
<tr><td>Up to 65</td><td>200</td><td>80</td></tr>
<tr><td>65 - 100</td><td>250</td><td>120</td></tr>
<tr><td>Above 100</td><td>350</td><td>150</td></tr>
</table>
<u>Initial and Minimum Performance for Night Visibility under wet condition</u></td><td>Bi-Annually</td><td>As per Annexure-E of IRC:35-2015</td><td>Re - painting</td><td>Cat-1 Defect – within 24 hours
Cat-2 Defect – within 2 months</td><td>IRC:35-2015</td></tr>
</table>

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		(Retro reflectivity): Initial 7 days Retro reflectivity: 100 mcd/m²/lux Minimum Threshold Level: 50 mcd/m²/lux					
	Skid Resistance	Initial and Minimum performance for Skid Resistance: Initial (7days): 55BPN Min. Threshold: 44BPN *Note: shall be considered under urban/city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop, cycle track intersection delineation, transverse bar markings etc	Bi-Annually	As per Annexure-G of IRC:35-2015		Within 24 hours	IRC:35-2015
Road Signs	Shape and Position	Shape and Position as per IRC:67-2012. Signboard should be clearly visible for the design speed of the section.	Daily	Visual with video/image backup	Improvement of shape, in case if shape is damaged. Relocation as per requirement	48 hours in case of Mandatory Signs, Cautionary and Informatory Signs (Single and Dual post signs) 15 Days in case of Gantry/Cantilever Sign boards	IRC:67-2012

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Retro reflectivity	As per specifications in IRC:67-2012	Bi-Annually	Testing of each signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D 4956-09.	hange of ignboard	48 hours in case of Mandatory Signs, Cautionary and Informatory Signs (Single and Dual post signs) 1 Month in case of Gantry/Cantilever Sign boards	RC:67-2012
Kerb	Kerb Height	As per IRC 86:1983 depending upon type of Kerb	Bi-Annually	Use of distance measuring tape	Raising Kerb Height	Within 1 Month	RC 86:1983
	Kerb Painting	Functionality: Functioning of Kerb painting as intended	Daily	Visual with video/image backup	Kerb Repainting	Within 7-days	RC 35:2015
Other Road Furniture	Reflective Pavement Markers (Road Studs)	Numbers and Functionality as per specifications in IRC:SP:84-2014 and IRC:35-2015, unless specified in By the employer	Daily	Counting	New Installation	Within 2 months	IRC:SP:84-2014, IRC:35-2015
	Pedestrian Guardrail	Functionality: Functioning of guardrail as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:84-2014
	Traffic Safety Barriers	Functionality: Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014, IRC:119-2015

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	End Treatment of Traffic Safety Barriers	Functionality: Functioning of End Treatment as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014, IRC:119-2015
	Attenuators	Functionality: Functioning of Attenuators as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119-2015
	Guard Posts and Delineators	Functionality: Functioning of Guard Posts and Delineators as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC: 79 - 1981
	Overhead Sign Structure	Overhead sign structure shall be structurally adequate	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:67-2012
	Traffic Blinkers	Functionality: Functioning of Traffic Blinkers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84-2014
Highway Lighting System	Highway Lights	Illumination: Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	Improvement in Lighting System	24 hours	IRC:SP:84-2014
		No major failure in the lighting system	Daily	-	Rectification of failure	24 hours	IRC:SP:84-2014
		No minor failure in the lighting system	Monthly	-	Rectification of failure	8 hours	IRC:SP:84-2014
	Toll Plaza Canopy Lights	Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be	Improvement in Lighting System	24 hours	IRC:SP:84-2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
				measured with luxmeter			
		No major/minor failure in the lighting system	Daily	-	Rectification of failure	8 hours	IRC:SP:84-2014
Trees and Plantation including median plantation	Obstruction in a minimum head-room of 5.5 m above carriageway or obstruction in visibility of road signs	No obstruction due to trees	Monthly	Visual with video/image backup	Removal of trees	Immediate	IRC:SP:84-2014
	Deterioration in health of trees and bushes	Health of plantation shall be as per requirement of specifications & instructions issued by Authority from time to time	Daily	Visual with video/image backup	Timely watering and treatment. Or Replacement of Trees and Bushes.	Within 90 days	IRC:SP:84-2014
	Vegetation affecting sight line and road structures	Sight line shall be free from obstruction by vegetation	Daily	Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 84-2014
Rest Areas	Cleaning of toilets	-	Daily	-	-	Every 4 hours	
	Defects in electrical,	-	Daily	-	Rectification	24 hours	

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	water and sanitary installations						
Other Project Facilities and Approach roads	Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works		Daily	-	Rectification	15 days	IRC:SP 84-2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Pipe/box/slab culverts	Free waterway/ unobstructed flow section	85% of culvert normal flow area to available.	2 times in a year (before and after rainy season)	Inspection by Bridge Engineer as per IRC SP: 35-1990 and recording of depth of silting and area of vegetation.	Cleaning silt up soils and debris in culvert barrel after rainy season, removal of bushes and vegetation, U/s of barrel, under barrel and D/s of barrel before rainy season.	15 days before onset of monsoon and within 30 days after end of rainy season.	IRC 5-2015, IRC SP:40-1993 and IRC SP:13-2004
	Leak-proof expansion joints if any	No leakage through expansion joints	Bi-Annually	Physical inspection of expansion joints as per IRC SP: 35-1990 if any, for leakage strains on walls at joints.	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC SP:40-1993 and IRC SP:69-2011
	Structurally sound	Spalling of concrete not more than 0.25 sqm	Bi-Annually	Detailed inspection of all components of culvert as per IRC SP:35-1990 and recording the defects	Repairs to spalling, cracking, delamination, rusting shall be followed as per IRC:SP:40-1993.	15 days	IRC SP 40-1993 and MORTH Specifications clause 2800
		Delamination of concrete not more than 0.25 sq.m.					
		Cracks wider than 0.3 mm not more than 1m aggregate length					

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sqm, damage to solid apron (concrete apron) not more than 1 sqm	2 times in a year (before and after rainy season)	Condition survey as per IRC SP:35-1990	Repairs to damaged aprons and pitching	30 days after defect observation or 2 weeks before onset of rainy season whichever is earlier.	IRC: SP 40-1993 and IRC:SP:13-2004.
Bridges including ROBs Flyover etc. as applicable	Riding quality or user comfort	No pothole in wearing coat on bridge deck	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC or wearing coat	15 days	MORT&H Specification 2811
Bridge -Super Structure	Bumps	No bump at expansion joint	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC on either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment	15 days	MORT&H Specification 3004.2 & 2811.
	User safety (condition of crash	No damaged or missing stretch of crash barrier or pedestrian	Daily	Visual inspection and detailed condition survey as per IRC SP: 35-	Repairs and replacement of safety barriers as the case may be	3days	IRC: 5-1998, IRC SP: 84-2014 and IRC SP: 40-

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	barrier and guard rail)	hand railing		1990.			1993.
	Rusted reinforcement	Not more than 0.25 sq.m	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out the repairs to affected concrete portion with epoxy mortar / concrete.	15 days	IRC SP: 40-1993 and MORTH Specification 1600.
	Spalling of concrete	Not more than 0.50 sq.m					
	Delamination	Not more than 0.50 sq.m					
	Cracks wider than 0.30 mm	Not more than 1m total length	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Grouting with epoxy mortar, investigating causes for cracks development and carry out necessary rehabilitation.	48 Hours	IRC SP: 40-1993 and MORTH Specification 2800.
	Rainwater seepage through deck slab	Leakage - nil	Quarterly	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Grouting of deck slab at leakage areas, waterproofing, repairs to drainage spouts	1 months	MORTH specifications 2600 & 2700.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Deflection due to permanent loads and live loads	Within design limits.	Once in every 10 years for spans more than 40 m	Load test method	Carry out major rehabilitation works on bridge to retain original design loads capacity	6 months	IRC SP: 51-1999.
	Vibrations in bridge deck due to moving trucks	Frequency of vibrations shall not be more than 5 Hz	Once in every 5 years for spans more than 30m and every 10 years for spans between 15 to 30 m	Laser displacement sensors or laser vibro-meters	Strengthening of super structure	4 months	AASHTO LRFD specifications

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Leakage in Expansion joints	No damage to elastomeric sealant compound in strip seal expansion joint, no leakage of rain water through expansion joint in case of buried and asphalt plug and copper strip joint.	Bi-Annually	Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	Replace of seal in expansion joint	15 days	MORTH specifications 2600 and IRC SP: 40-1993.
	Debris and dust in strip seal expansion joint	No dust or debris in expansion joint gap.	Monthly	Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	Cleaning of expansion joint gaps thoroughly	3 days	MORTH specifications 2600 and IRC SP: 40-1993.
	Drainage spouts	No down take pipe missing/broken below soffit of the deck slab. No silt, debris, clogging of	Monthly	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Cleaning of drainage spouts thoroughly. Replacement of missing/broken down take pipes with a minimum pipe extension of 500mm below soffit of	3 days	MORTH specification 2700.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		drainage spout collection chamber.			slab. Providing sealant around the drainage spout if any leakages observed.		
Bridge-substructure	Cracks/spalling of concrete/ rusted steel	No cracks, spalling of concrete and rusted steel	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out repairs to substructure by grouting/guniting and micro concreting depending on type of defect noticed	30 days	IRC SP: 40-1993 and MORTH specification 2800.
	Bearings	Delamination of bearing reinforcement not more than 5%, cracking or tearing of rubber not more than 2 locations per side, no rupture	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	In case of failure of even one bearing on any pier/abutment, all the bearings on that pier/abutment shall be replaced, in order to get uniform load transfer on to bearings.	3 months	MORTH specification 2810 and IRC SP: 40-199.

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		of reinforcement or rubber					
Bridge Foundations	Scouring around foundations	Scouring shall not be lower than maximum scour level for the bridge	Bi-Annually	Condition survey and visual inspection as per IRC SP:35-1990 using Mobile Bridge Inspection Unit. In case of doubt, use Underwater camera for inspection of deep wells in major Rivers.	Suitable protection works around pier/abutment	1 month	IRC SP: 40-1993, IRC 83-2014, MORTH specification 2500

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sq.m, damage to solid apron (concrete apron) not more than 1 sq.m	2 times in a year (before and after rainy season)	Condition survey as per IRC SP:35-1990	Repairs to damaged aprons and pitching.	30 days after defect observation or 2 weeks before onset of rainy season whichever is earlier.	IRC: SP 40-1993 and IRC:SP:13-2004.
Note: Any Structure during the entire contract period which is found that does not complies with all requirements of this Table will be prepared, rehabilitated or even reconstructed under the scope of the contractor.							

Table 4: Maintenance Criteria for Structures and Culverts:

Table 5: Maintenance Criteria for Hill Roads

In addition to above, for hill roads the following provisions for maintenance is also to done.

Hill Roads		
(i)	Damage to Retaining wall/ Breast wall	7 (Seven) days
(ii)	Landslides requiring clearance	12 (Twelve) hours
(iii)	Snow requiring clearance	24 (Twenty Four) hours

Note: For all tables 1 to 5 above, latest BIS & IRC standards (even those not indicated herewith) along with MoRTH specifications shall be binding for all maintenance activities.

A. Flexible Pavement

Nature of Defect or deficiency		Time limit for repair/ rectification
(b)	**Granular earth shoulders, side slopes, drains and culverts**	
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (seven) days
(v)	Damage to or silting of culverts and side drains	7 (seven) days
(vi)	Desilting of drains in urban/semi- urban areas	24 (twenty four) hours
(vii)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
(c)	**Road side furniture including road sign and pavement marking**	
(i)	Damage to shape or position, poor visibility or loss of retro- reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/ Once every year
(iii)	Damaged/missing signs road requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	7 (seven) days
(d)	**Road lighting**	
(i)	Any major failure of the system	24 (twenty four) hours
(ii)	Faults and minor failures	8 (eight) hours
(e)	**Trees and plantation**	

Nature of Defect or deficiency		Time limit for repair/ rectification
(i)	Obstruction in a minimum head- room of 5 m above carriageway or obstruction in visibility of road signs	24 (twenty four)hours
(ii)	Removal of fallen trees from carriageway	4 (four) hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
(f) Rest area		
(i)	Cleaning of toilets	Every 4 (four) hours
(ii)	Defects in electrical, water and sanitary installations	24 (twenty four) hours
(g) [Toll Plaza]		
(h)	**Other Project Facilities and Approach roads**	
(i)	Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts, Rain Water Harvesting / Artifical Recharge Unit and service roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridges		
(a) Superstructure		
(i)	Any damage, cracks, spalling/ scaling Temporary measures Permanent measures	within 48 (forty eight) hours within 15 (fifteen) days or as specified by the Authority's Engineer
(b) Foundations		

Nature of Defect or deficiency		Time limit for repair/ rectification
(i)	Scouring and/or cavitation	15 (fifteen) days
(c)	**Piers, abutments, return walls and wing walls**	
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
(d)	**Bearings (metallic) of bridges**	
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasing of metallic bearings once in a year
(e)	**Joints**	
(i)	Malfunctioning of joints	15 (fifteen) days
(f)	**Other items**	
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g)	**Hill Roads**	
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours

Nature of Defect or deficiency		Time limit for repair/ rectification
(iii)	Snow requiring clearance	24 (twenty four) hours

[Note: Where necessary, the Authority may modify the time limit for repair/rectification, or add to the nature of Defect or deficiency before issuing the bidding document, with the approval of the competent authority.]

ANNEXURE – 17

Taking Over Certificate

I, …….. (Name and designation of the Authority's Representative) under and in
accordance with the Agreement dated …… (the "**Agreement**"), for [construction of the
****section (km ** to km **) of

****] (the "**Elevated Corridor**") on Engineering, Procurement and Construction (EPC) basis through…… (Name of Contractor), hereby certify that the Tests on completion of

Maintenance Period in accordance with Clause 49 of Section F of the Agreement have been successfully undertaken to determine compliance of the Elevated Corridor with the provisions of the Agreement and I hereby certify that the Authority has taken over the Elevated Corridor from the Contractor on this day.....

SIGNED, SEALED AND DELIVERED

(Signature)

(Name and designation of Authority's Representative)

(Address)

ANNEXURE-18

Tests on Completion of Maintenance Period

1. Riding Quality test:

Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,200 (two thousand and two hundred only)] mm for each kilometre.

2. Visual and physical test:

The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include measurement of cracking, rutting, stripping and potholes and shall be as per the requirement of maintenance mentioned in Annexure 16.

ANNEXURE - 19

Tests on Completion

1. Schedule for Tests

(i) The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and theAuthority of its intent to subject the Elevated corridor to Tests, and no later than 10(ten) days prior to the actual date of Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.

(ii) The Contractor shall notify the Authority's Engineer of its readiness to subject the Elevated corridor to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with section 53 and this Annexure.

2. Tests

(i) Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include ***to be decided with Authority's Engineer at the time of physical tests as per standard relevant IRC code Manual.***.

(ii) Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and Network Survey Vehicle (NSV) fitted with latest equipments and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometre.

(iii) Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.

(iv) Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Elevated corridor with Specifications and Standards, except tests as specified in clause 5,but shall include measuring the eflectivity of road markings and road signs; and measuring the illumination

level (lux) of lighting using requisite testing equipment.

(v) Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Elevated corridor with the environmental requirements set forth in Applicable Laws and Applicable Permits.

(vi) **Safety Audit:** The Authority's Engineer shall carry out, or cause to be carried out, a safety audit to determine conformity of the Elevated corridor with the safety requirements and Good Industry Practice.

(vii) **Agency for conducting Tests:** All Tests set forth in this Annexure shall be conducted by the Authority's Engineer or such other agency or person as it may specify in consultation with the Authority.

(viii) **Completion Certificate:** Upon successful completion of Tests, the Authority's Engineer shall issue the Completion Certificate in accordance with the provisions of clause 52 of Section F of this agreement.

3. The Authority Engineer will carry out tests with following equipment at his own cost in the presence of contractor's representative.

Sr. No.	**Key metrics of Asset**	**Equipment to be used**	**Frequency of condition survey**
1	Surface defects of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy season)
2	Roughness of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy season)
3	Strength of pavement	Falling Weight Deflectometer (FWD)	At least once a year
4	Bridges	Mobile Bridge Inspection Unit (MBU)	At least twice a year (As per survey months defined for the state basis rainy season)
5	Road signs	Retro-reflectometer	At least twice a year (As per survey months defined for the state basis rainy season)

The first testing with the help of NSV shall be conducted at the time of issue of Completion Certificate.

ANNEXURE - 20
Payment Reduction for Non-Compliance

1. Payment reduction for non-compliance with the Maintenance Requirements

(i) Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in **Annexure-16**.

(ii) Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.

(iii) The Authority's Engineer shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

2. Percentage reductions in lump sum payments on monthly basis

(i) The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(a)	**Carriageway/Pavement**	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	**Road, Embankment, Cuttings, Shoulders**	
(i)	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	**Bridges and Culverts**	
(i)	Desilting, cleaning. vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%

S. No.	Item/Defect/Deficiency	Percentage
(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
(d)	**Roadside Drains**	
(i)	Cleaning and repair of drains	5%
(e)	**Road Furniture**	
(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5th km stones	5%
(f)	**Miscellaneous Items**	
(i)	Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(g)	**Defects in Other Project Facilities**	5%

(ii) The amount to be deducted from monthly lump-sum payment for non- compliance of particular item shall be calculated as under:

$$R = {}^{P}/_{100} \times (M1 \text{ or } M2) \times {}^{L1}/_{L}$$

Where,

P= Percentage of particular item/Defect/deficiency for deduction

M1= Monthly lump-sum payment in accordance para 1.2 above of this Schedule M2= Monthly lump-sum payment in accordance para 1.2 above of this Schedule L1= Non-complying length L = Total length of the road,

R= Reduction (the amount to be deducted for non-compliance for a particular item/Defect/deficiency

The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or non-compliance.

For any Defect in a part of one kilometer, the non-conforming length shall be taken as one kilometer.

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